

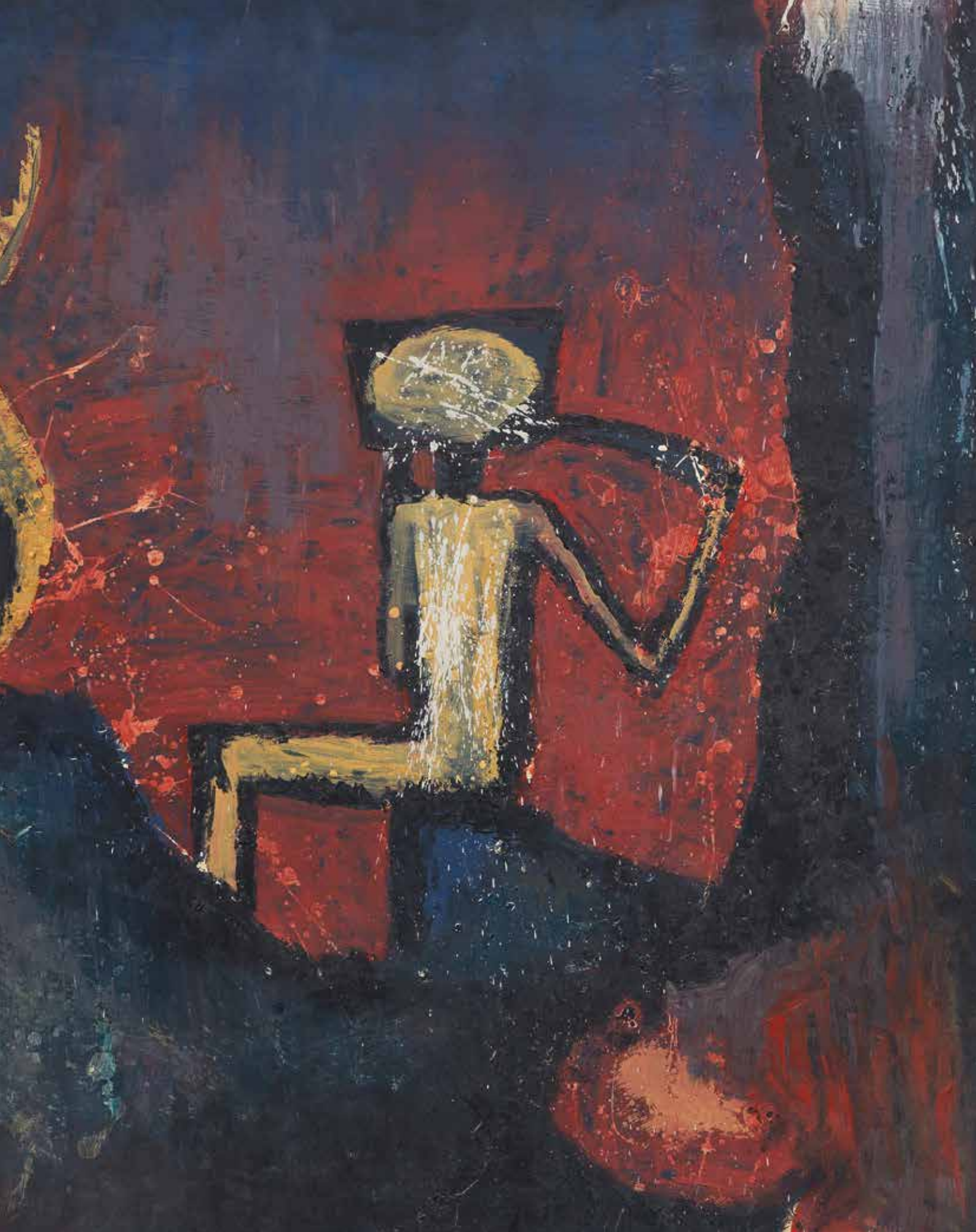
Bonhams



Modern & Contemporary African Art

New Bond Street, London | 19 March 2026







Modern & Contemporary African Art

New Bond Street, London | Thursday 19 March 2026 at 3pm

BONHAMS

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SALE NUMBER

31670
Lots 1 - 87

ILLUSTRATIONS

Front Cover: Lot 34
Inside Front Cover: Lot 26
Opposite page: Lot 35
Inside Back Cover: Lot 75
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Sunday 15 March, 11am - 3pm
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1 * AR

LISA BRICE (SOUTH AFRICAN, BORN 1968)

A (Vertical), 2005

oil on canvas

182 x 100cm (71 5/8 x 39 3/8in).

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 200,000

Provenance

The Goodman Gallery, Johannesburg;

Goodman Gallery "SHOUT" Auction, Johannesburg, 14th August 2011, lot 97;

A private collection.

Exhibited

Johannesburg, The Goodman Gallery, "Lisa Brice/ Night Vision", (January-February 2006).

Lisa Brice has become a formidable force in the visual arts landscape globally, and is considered as one of the most exciting artists from South Africa today. *A (Vertical)* was included in her first solo exhibition of paintings at the Goodman Gallery in Johannesburg in 2006, 'Night Vision'. The synopsis of the show aimed to reflect the precariousness of Brice's own childhood impacted by the tense political upheaval in South Africa towards the end of the century. Since this exhibition, Brice has gone on to have over twenty more solo shows and a highly acclaimed 2018 solo exhibition, 'Art Now: Lisa Brice', at the Tate Britain in London. Today, her work is held in museum collections in the High Commission of South Africa in London, Johannesburg Art Gallery, and the Smithsonian National Museum of African art, to name a few.

Indictive of her practice, Brice employs her limited palette and swooping brushstrokes to imply an illuminated figure. The use of cobalt blue further accentuates the sense of twilight, thematically concurrent with the ouever of the exhibition. As Chiara Parisi further notes, the favourable use of the colour blue was not limited to imbuing a contextual timing:

"During Carnival in Brice's beloved Trinidad, masquerades cover themselves in this colour of paint to become fire-eating 'blue devils'. They therefore paint themselves to play a role outside the limits of their bodies and rules of everyday society. Similarly, Brice employs cobalt to mask skin colour, thereby obliging the viewer to look at her subjects without any social and racial preconceptions." (C. Parisi, p. 8.)

Beyond its varied intrinsic meaning, the use of blue further assists in emphasising light and dark in this piece. A sense of mystery is translated, suspense, and intensity, placing the viewer in a voyeuristic capacity when engaging with the work. Through her masterful practice, Brice allows space for an exploration of the balance between observation, perception, interpretation, and reflection and what happens to the psychology and role of the viewer in this process. Does the subject know they are being watched, or does the figure hold secrets and agency of her own?

"I am interested in the viewer's reading of figurative information and as a result my narratives remain ambiguous. In my painting process, I am constantly circumnavigating a didactic reading, erasing, replacing, repositioning. The viewer's perceptions and preconceptions might determine several readings equally as valid as anything I may have intended, or might have motivated a work's making in the first place." (Lisa Brice, quoted in Salon 94).

Arresting in its minimalism, large scale, pallet, and composition, the present work is embroiled with narrative which confronts the viewer calling into question who is really being observed in this work.

Bibliography

Chiara Parisi, 'Through the canvas's eye', *Brice: Lives and Works*, (Thaddaeus Ropac, 2024)



2 AR

LISA BRICE (SOUTH AFRICAN, BORN 1968)

Walk Easy

tapestry, metal rods, and mirrors

each tapestry: 40 x 30cm (15 3/8 x 11in).

overall: 43 x 233 x 30cm (16 15/16 x 91 3/4 x 11 13/16in).

£50,000 - 80,000

€57,000 - 92,000

US\$67,000 - 110,000

Provenance

A private collection.

Exhibited

London, Atkinson Gallery, Millfield School, *Cross Cross Currents:*

Contemporary Art practice in South Africa, (September 2000);

Dakar, *Dak/Art 2002: Biennale of Contemporary African Art*, (2002).

Literature

John Picton and Jennifer Law, *Cross Cross Currents: Contemporary Art practice in South Africa*, (Somerset: Atkinson Gallery, 2000), p. 67 (illustrated).

Created during her residency at the Gasworks in London from 1998, *Walk Easy* stands a unique piece within the artists oeuvre. In her continued commitment to the exploration of crime in South Africa, Lisa Brice displays her ability to work across mediums and space. Brice knows the violence against women all too well. In 1990, she arrived home to find her housemate stabbed 15 times after a break-in. Women's voicelessness in art history is another kind of violence, to which Brice offers a continuous protest.

This installation explores how crime impacts daily life. The piece consists of six hand-embroidered cloths, illustrating a "Walk Easy" defensive spray, suspended on chrome towel rails, with mirrors revealing the reverse side of the work.

In her contributing extract to the exhibitions catalogue for 'Cross Currents', Lisa Brice wrote:

Artists believe in the power of art to change things and want to share that with the larger community.

This ethos is one upheld throughout her career so far.

Lisa Brice has exhibited in galleries such as the Goodman Gallery, Stephen Friedman, Thaddeus Ropac in London. Her work is held in major collections including the Tate Britain in London, as well as the Smithsonian National Museum of African Art and the San Francisco Museum of Modern Art in America, and Johannesburg Art Gallery.

Bibliography

Lisa Brice, 'public art in cape town', *Cross Cross Currents: Contemporary Art practice in South Africa*, (Somerset: Atkinson Gallery, 2000), pp. 43-44.



Lisa Brice in front of 'Walk Easy'





3 *AR

BERTINA LOPES (MOZAMBICAN, 1924-2012)

"Una notte dolcissima" (A very sweet night)
signed and dated 'Bertina/ 94' (lower right); inscribed 'COLLEZIONE/
FRANCESCO CONFALONI/ olio su tela[sic]/ 130 x 200cm/ Bertina 93/
Bertina Lopes/ Roma 1993/ titolo/ Una notte dolcissima' (verso)
oil on panel
130 x 200cm (51 3/16 x 78 3/4in).

£5,000 - 8,000

€5,700 - 9,200

US\$6,700 - 11,000

Provenance

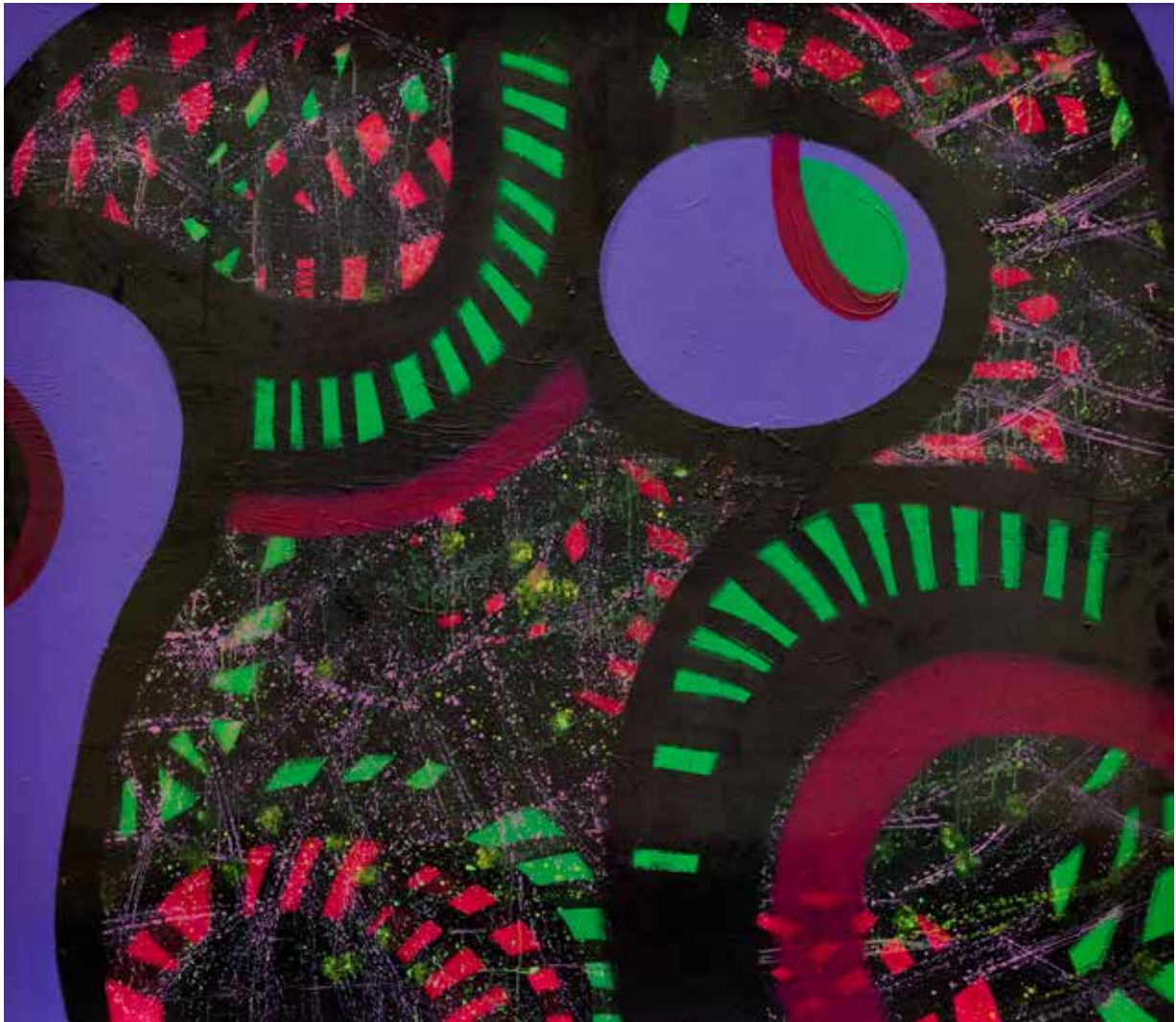
The artist's studio.

Exhibited

Roma, Auditorium Parco della Musica, Foyer Petrassi, *Bertina Lopes, I Colori della Pace*, (October 2012).

Literature

Claudio Crescentini e Massimo Domenicucci, *Bertina Lopes, I Colori della Pace*, (Palombi Editori, 2012) (illustrated).



4 *AR

BERTINA LOPES (MOZAMBICAN, 1924-2012)

"Metaforo del passato nello spazio" (Metaphor of Fantastic in Space)
 inscribed 'olio su tela/ 140 x 160 cm/ Bertina Lopes/ 92/ Titolo
 metaforo del passato nello spazio', and bears an exhibition label
 (verso); numbered '555-562' and '28' (verso of stretcher)
 oil on canvas
 140 x 160cm (55 1/8 x 63in).

Provenance

The artist's studio.

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

5 * AR

BERTINA LOPES (MOZAMBICAN, 1924-2012)

“Il canto della natura” (The song of nature)

signed and dated ‘Bertina/ 2000’ (lower right); inscribed ‘Olio su tela/
CM 200 x 200/ TITOLO-/ IL CANTO DELLA NATURA/ Bertina/ 2000/
Roma’ (verso)

oil on canvas

200 x 200cm (78 3/4 x 78 3/4in).

£7,000 - 12,000

€8,000 - 14,000

US\$9,400 - 16,000

Provenance

The artist’s studio.

Exhibited

Roma, Auditorium Parco della Musica, Foyer Petrassi, *Bertina Lopes, I Colori della Pace*, (October 2012).

Literature

Claudio Crescentini e Massimo Domenicucci, *Bertina Lopes, I Colori della Pace*, (Palombi Editori, 2012), (illustrated).



6 *AR

LISA BRICE (SOUTH AFRICAN, BORN 1968)

Untitled

signed and dated 'LB05' (lower right)

oil on paper

24 x 32cm (9 7/16 x 12 5/8in).

(unframed)

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

The Goodman Gallery;

A private collection.

Exhibited

Johannesburg, Goodman Gallery, *Night Vision*, 21 January - 11 February 2006.



7 * AR

UZO EGONU (NIGERIAN, 1931-1996)

Man with glass of beer
signed and dated 'Uzo Egonu/ 79' (upper right); bears a label 'No. 58' (verso)
oil on canvas
152 x 124cm (59 13/16 x 48 13/16in).

£60,000 - 90,000

€69,000 - 100,000

US\$81,000 - 120,000

Provenance

A private collection;
Bonhams sale, New York, September 2020, Lot 3;
A private collection, USA.

Literature

O.Oguike, *Uzo Egonu: An African Artist in the West*, (London 1995), p.140
(illustrated)

Born in Nigeria in 1931, Uzo Egonu moved to England in 1945 where he would subsequently stay until his death in 1996. He studied at two prestigious art schools, Camberwell School of Art and St Martin's School of Art.

By the time the present lot was executed in 1979, Egonu was an established and internationally successful artist. In the 1970s, he had already exhibited at the Camden Arts Centre in London, Kresge Art Gallery at Michigan State University, Three Dimensions Gallery in California and FESTAC in Lagos, Nigeria.

Man with a glass of beer is part of a wider series that Egonu completed in the late 1970s, where he became obsessed with everyday habits of ordinary people. Paired with his developed cataracts in both eyes from the years 1979 to 1983, this period of painting was labelled as his "Painting in Darkness" period with palettes presumably mixed from memory. Egonu characterised this period as "pulling through". (Uzo Egonu, 'Painting in Darkness 1979-1983', undated manuscript, p 2. Artist's private papers.)



8 *

STANLEY FARADAY PINKER (SOUTH AFRICAN, 1924-2012)

Mr Stephen and Mrs Daphne Woolf at Home

signed 'SFPinker' (upper right)

oil on canvas

122.5 x 153cm (48 1/4 x 60 1/4in).

£30,000 - 40,000

€34,000 - 46,000

US\$40,000 - 54,000

Provenance

Acquired from the 'South African Association of Arta-Western Cape Region: An Exhibition of Painting By Stanley Pinker' exhibition, Cape Town, July 1974;

Thence by descent;

A private collection.

Exhibited

Cape Town, 'South African Association of Arta-Western Cape Region: An Exhibition of Painting By Stanley Pinker', 1974, No. 20.

Stanley Pinker was born in Windhoek, South West Africa, in 1924. He began his artistic training in Cape Town under the tutelage of Maurice van Essche. Enrolling in a graphic design course before changing programs after attending a life drawing class. Pinker then continued his studies in Europe from 1951. Throughout the 1950s and 60s, the artist worked and studied in London and the South of France, experiencing European modernist movements first hand.

The formal concerns of the Fauves and Cubists inspired Pinker's experimental and theatrical compositions. In *Mr Stephen and Mrs Daphne Woolf at Home*, depictions of bodies and objects are reduced to essential shapes and colours. While a composition of two intertwined bodies is implied, there is little differentiation in perspective within the body's contextual and objective space. Pinker commented, "*I've always thought of space as something 'tangible' and have been drawn to artists who have used mural-like space rather than artists who create an illusion of space through perspective*". (Stanley Pinker in Michael Stevenson, *Stanley Pinker*, (Cape Town: Michael Stevenson, 2004), p. 19.) In line with this, the present work presents us with a mural-like scene where there is no distinction between the primary subject and background, but in fact an intertwined overall scene.

The colour palette holds integral significance in not only the aesthetic structures of the work, but also the conceptual narrative in Pinker's use of green, gold, black and white tones. These colours correlated to those used in the African National Congress flag, a nod from Pinker to the contextual framework the painting was created in. While this isn't the first time that Pinker has referenced this colour palette in his work (as it had also more literally been used in works by the artist such as *Referendum* (1992)), a correlation may also be made to the work's subjects and their relationship to the political party. Known for its opposition to the Apartheid and advocacy of the rights of black South African people, the ANC was banned between 1960 to 1990 in South Africa due to concerns of the party's swelling popularity in the face of repression and the violent attacks such as the Sharpeville massacre. A self-described liberation movement, this political party has since remained the largest political party in South Africa since 1994. In intertwining this palette with the composition of the work, the mural-esque content becomes focused rather than generalised as Pinker had himself said on his return to South Africa from London "*I started to think that it wasn't enough to paint an idealised specific landscape - the introduction of figures made the situation broader, less specific of place and more specific of content.*" (p. 17).

The titles of his artworks are of great significance to Pinker. While little is known of the couple that *Mr Stephen and Mrs Daphne Woolf at Home* refers to, it easily could be concluded that Pinker had a close relationship with the sitters. The intimacy of the scene gives way not only to the domestic lives of Mr and Mrs Woolfe, but also the closeness they may have had with Pinker. Whilst title-specific, the meaning, like in most paintings created by the artist, appears to the viewer in a mirage fashion. We are left wondering, who are Mr & Mrs Woolf? What is their relevance with the ANC? However, these questions only cement *Mr Stephen and Mrs Daphne Woolf at Home* as an iconic work within the artist's oeuvre, in keeping with his philosophy: "*An essential quality is mystery. For me no good work gives up all its secrets.*" (p. 20).

Bibliography

M. Stevenson, *Stanley Pinker*, (Cape Town: Michael Stevenson, 2004).



9 *

STANLEY FARADAY PINKER (SOUTH AFRICAN, 1924-2012)

Threshing

signed 'SFPinker' (lower right); bears a South African National Gallery label (verso)

oil on canvas

63 x 90cm (24 13/16 x 35 7/16in).

£5,000 - 8,000

€5,700 - 9,200

US\$6,700 - 11,000

Provenance

The collection of Mr W. Maras;

Stephan Welz & Co, Johannesburg, February 2006, lot 490;

A private collection.

Exhibited

Cape Town, South African National Gallery, *Friends' Choice 1975-1991 Exhibition*,
(April 1992)



10

BRETT MURRAY (SOUTH AFRICAN, BORN 1961)

Little Pig

stamped and numbered 'BM 1/9' (strut under base)

bronze

77 x 38 x 34cm (30 5/16 x 14 15/16 x 13 3/8in).

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

Provenance

Acquired from the Goodman Gallery;

A private collection, UK.

Exhibited

Johannesburg, Goodman Gallery, 'Sleep Sleep', (May 2006);

Cape Town, João Ferreira Gallery, 'Sleep Sleep', (September 2006).

The bronze *"Little Pig"* was part of series of three pigs from 1985 – 2014: "Aunty 1985", "Little Pig 2005" and "Lying Pig 2014". Little Pig was exhibited at the exhibition entitled "Sleep Sleep" this show extended Murray's interest in tragedy and satire in which he took aim at the incompetence, greed and buffoonery of leadership and the South African culture. Murray described his works in the exhibition:

"I have commingled sleep, nightmares and dreams resulting in contradicting images of guilt and innocence. Humour is dark and, as is the case in much of my work, the opposing forces of humour and tragedy are tightly bound."

Bibliography

www.brettmurray.co.za/work/sleep-sleep



11

NICHOLAS HLOBO (SOUTH AFRICAN, BORN 1975)

Inkosana

ribbon and thread on paper

198 x 100cm (77 15/16 x 39 3/8in).

£12,000 - 18,000

€14,000 - 21,000

US\$16,000 - 24,000

Provenance

Stevenson, Cape Town;

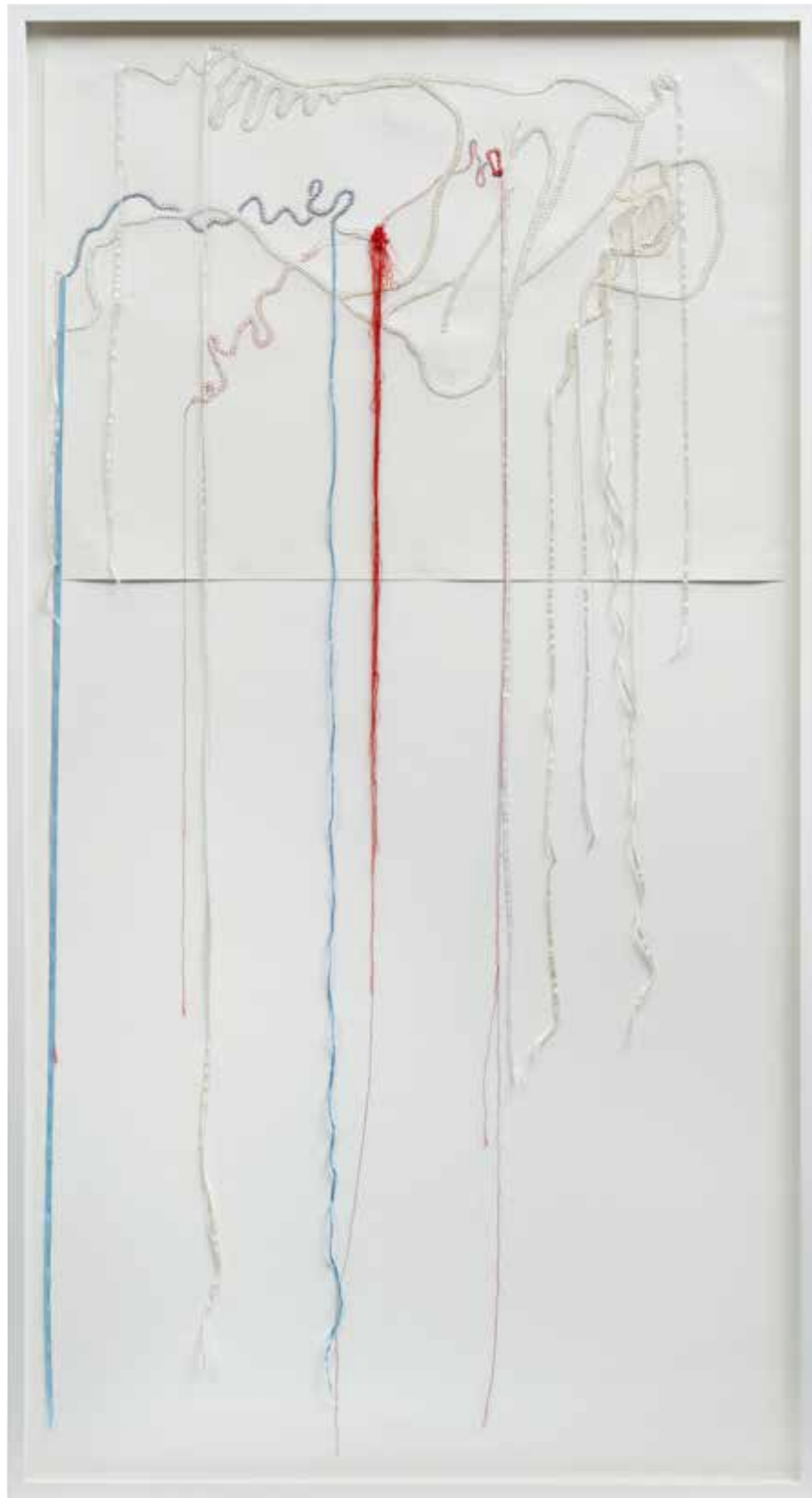
Acquired from the above by the present owner in 2012.

Stitched together, yet also in a state of unravel, Inkosana displays a concept central to the core of Nicholas Hlobo's work, the delicacy of wounds and how they can be bound and healed as easily as they can be undone or broken. Through this threading technique Hlobo explores the complexities of identity, utilising various materials that have embedded meaning. These tropes attuned to the materials could be gendered, cultural, ethical, or sexual tropes of the artists own identity.

"When I was an art student I saw there was a huge pool of materials you could use to convey meaning...I like using metaphors and having the materials say something. My process is one of unravelling a tapestry, mending it, cutting it up, weaving or knitting together."
(N. Hlobo in Stevenson, p. 27)

Bibliography

'Nicholas Hlobo interviewed by Hans Ulrich Obrist', *Africa and abstraction: Johannesburg; Blom, Hlobo, Nitegeka, Rhode*, (Stevenson, 2012)



12 *

**ZWELIDUMILE GEELBOI MGXAJI MHLABA “DUMILE FENI”
(SOUTH AFRICAN, 1942-1991)**

The Saxophonist

watercolour and pencil on wove paper

194.9 x 130.8cm (76 3/4 x 51 1/2in).

£20,000 - 30,000

€23,000 - 34,000

US\$27,000 - 40,000

Provenance

The collection of Nina Bergman;

A private collection;

Bonhams sale, New York, September 2020, Lot 10;

A private collection, US.

Nina Bergman was Dumile's partner and was with the artist in 1991 when he died of an heart-attack in Tower Records, 66th St, NYC. She wrote a moving account of his death:

“He wants to stop at Tower Records at 66th Street. We enter, walk to the Ray Charles he wants. I turn to ask him which cut he wants. He grabs my shoulders and falls to the floor.

He stops breathing. I cannot hear his heartbeat. I scream for help as I lunge on his chest beating the life back into him. His eyes open. He climbs back up the CD rack. The girl at the checkout won't hang up with her boyfriend to call the paramedics. Dumile drops to the floor again. His heartbeat stops. Dumile my companion of two years is gone.”

It is characteristic of Dumile that his final moments were spent searching out a Ray Charles's CD, as his one great passion was for jazz music. He designed the cover art for a record produced by Hugh Masekela, with the two often talked together of their shared home:

“His art was about the suffering of our people. That suffering was a very deep scar in his life. I found him to have been like Frantz Fanon in his understanding of what was happening in South Africa.”

Masekela also recalls the artist's warmth of character, how Dumile always used the few pennies he had to come and see him perform, and how, far from being a 'damné de la terre', he had a great sense of humour “He was not a depressed person, he was always looking for a laugh.”



13 *

CHRISTO COETZEE (SOUTH AFRICAN, 1929-2000)

Japan 120M (Osaka series)

signed, inscribed and dated 'Christo Coetzee./ OSAKA 1959. July/
Japan 120M/ No.1' (verso)

mixed media on canvas

97 x 194cm (38 3/16 x 76 3/8in).

(unframed)

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 27,000

The structure and form of Christo Coetzee's work evolved as a direct result of working in close proximity to the Gutai group. In February 1959, indeed the year of the present works creation, he was awarded a bursary from the Japanese government to study for two years in Osaka and Tokyo. On his arrival, he was connected with the Gutai group of artists by a professor at Kyoto University, J. Ijimi. Coetzee quickly formed a close relationship with the founder of the group, Jiro Yoshihara, and spent the next 11 months working with the avantgarde collective.

Yoshihara remarked "his work started with an elaborate shopping expedition, purchasing ping-pong balls, aluminum tubes, canvas, paint etc." This is nonetheless evident in the present lot, where there are suspect ping-pong balls covered in thick heavy layers of paint and other unknown materials. Yoshihara goes on to praise Coetzee by stating that he was "rapidly covering territory which has never been opened up by others...He is a pioneer and I offer him my unlimited admiration".

The relationship between Jiro Yoshihara and Coetzee resulted in two successful exhibitions. The first was held in Tokyo in August 1959 at the Kyoto Municipal Museum of Art and Ohara Hall. The second took place the following year at the Takashimaya Department Store in Osaka.

It could also be argued that the few years that preceded his Japanese residency, Coetzee was also influenced by three years of exhibiting in Italy and Paris between 1956-59. Here he encountered artist's such as Lucio Fontana with whom he would exhibit with at the Galerie Stadler in Paris in 1959. Echos of a preoccupation with the concept of space between the two artists work can be detected within each other, particularly in the present work. A braking of the fourth wall between the artist, the canvas, and the observer extended the boundaries of traditional artmaking that Coetzee was trained in, unlocking a trinalational mysticism within the work. Where Fontana perforated the canvas, Coetzee invaded the viewer with the addition of external objects to the canvas, such as the ping-pong balls in *Japan 120M*. The work is thus striped of representation of tangible reality, giving way to avant-garde contemplative works so ground braking for their time.

Bibliography

Stevenson & Viljeon, *Christo Coetzee: Paintings from London and Paris 1954-1964*, (Cape Town, 2001) pp.29.

Marco Franciolli et al, *Gutai: Painting with Time and Space*, (Silvana Editoriale, 2010), pp.204-205.



14 *

CHRISTO COETZEE (SOUTH AFRICAN, 1929-2000)

N°2 (Japan 50M) (Osaka series)

signed, inscribed and dated 'Christo Coetzee, Osaka, Japan 50M, 12.7.59' (verso)

mixed media on canvas

72.5 x 116.5cm (28 9/16 x 45 7/8in).

(unframed)

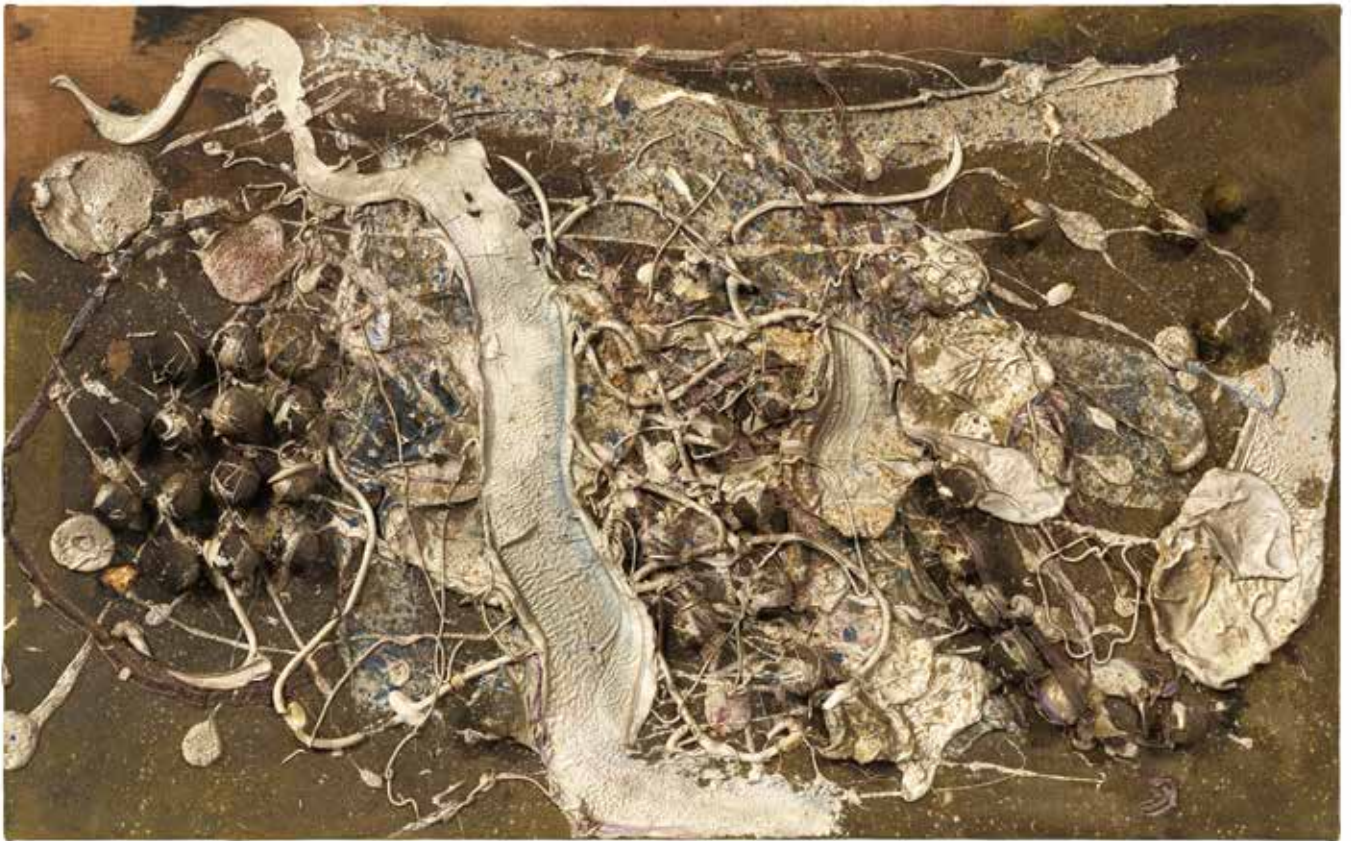
£10,000 - 15,000

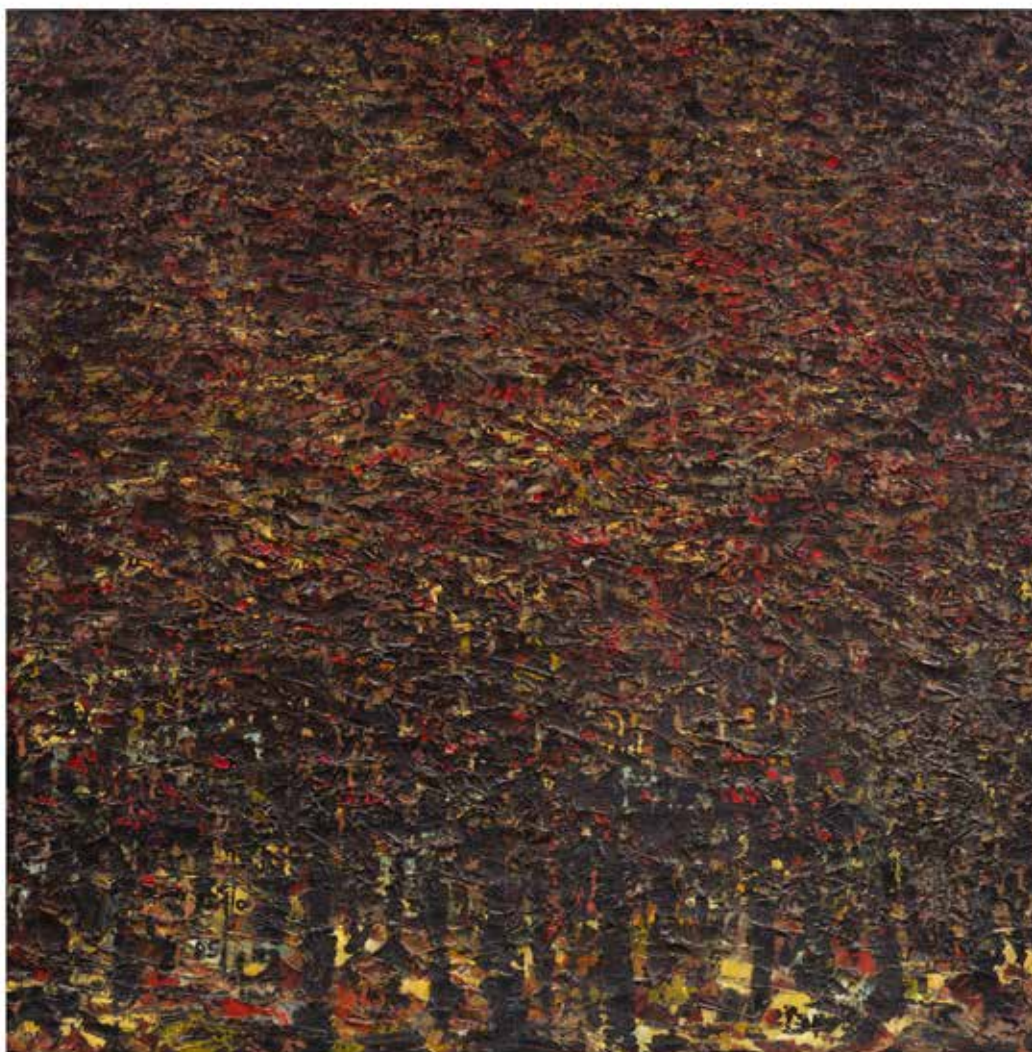
€11,000 - 17,000

US\$13,000 - 20,000



Coetzee, 1959





15

ABLADE GLOVER (GHANAIAN, BORN 1934)

Forest

signed and dated 'Glo/ 85' (lower left); inscribed '40/ 38' (verso)

oil on canvas

99.5 x 99.5cm (39 3/16 x 39 3/16in). 101 x 101cm

£7,000 - 10,000

€8,000 - 11,000

US\$9,400 - 13,000



16 AR

NNENNA OKORE (NIGERIAN, BORN 1975)

Dwelling Place, 2007

newspaper and nylon twine

234 x 91 x 22cm. (92 1/8 x 35 13/16 x 8 11/16in.)

(unframed)

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

17 AR

NNENNA OKORE (NIGERIAN, BORN 1975)

Draped Cloth, 2003

magazines and fishing wire

282 x 170cm (111 x 66 15/16in).

(unframed)

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100



18 *

EL ANATSUI (GHANAIAN, BORN 1944)

Load bearers series N°4

signed and dated 'El/88' (lower right on panel 11); titled 'Load bearers series No IV'
(verso of panel 1)

carved, incised, scorched, and painted wood panels

62 x 142cm (24 7/16 x 55 7/8in).

(in 14 panels)

£30,000 - 50,000

€34,000 - 57,000

US\$40,000 - 67,000

Provenance

Acquired directly from the artist at an exhibition at the Italian Cultural Institute, Lagos
circa. late 1990s– early 2000s;

A private collection.



El Anatsui began his artistic training at the College of Art, University of Science and Technology in Kumasi, where he was given a grounding education in Western art traditions and practices. Wanting to connect with the arts of his own country, he began to visit the Kumasi National Cultural Centre on weekends. Here he was exposed to weavers, potters, cloth-printers and carvers, all working in indigenous methods.

El Anatsui began to incorporate elements from these crafts into his own work, forging a distinctly Ghanaian aesthetic. The present work employs the colours and geometric symbols traditionally used for Asante Adinkra cloth. The age-old Adinkra patterns are counter-posed by modern construction techniques. The planks of wood have been cut with a chainsaw and blackened with an acetylene torch. For the artist, the tearing of the saw through wood functioned as *"a metaphor for the way in which the western powers had carved up and brutally divided the African continent amongst themselves, ripping through and destroying both local history and culture"*.

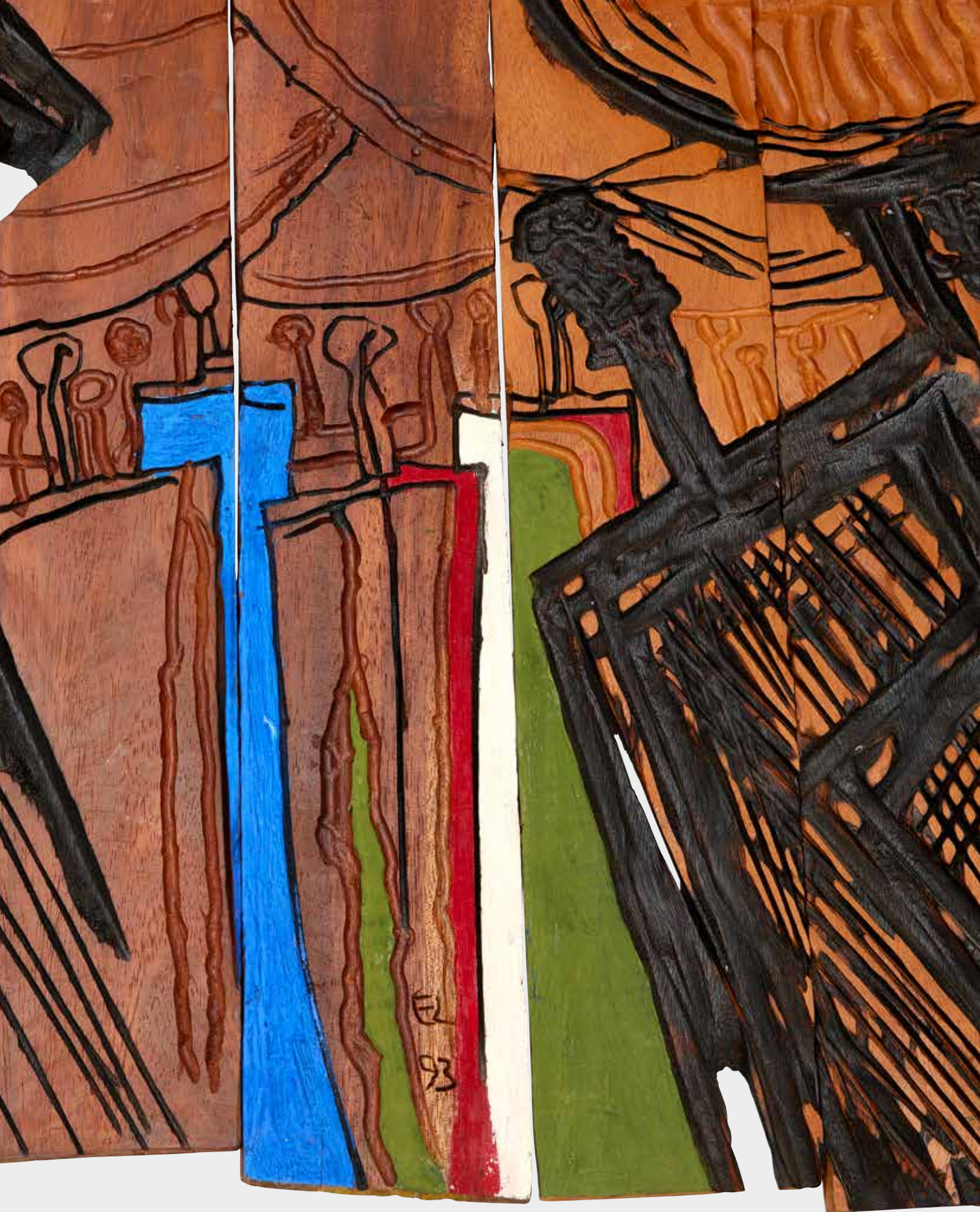
In Anatsui's hands, as Elizabeth Péri-Willis has described, *"wood becomes cloth bearing the traces of codes, scripts and ideograms"*. This effect is commonly achieved with the use of a rotary saw to create *"dense hatched patterns reminiscent of the warps and wefts of woven cloth-based themes"*, a technique which emphasises the connections between Anatsui's wall pieces and adinkra and kente cloths.

Anatsui began to collect disused mortars and house posts in 1980s Nsukka, Nigeria. He would then lay all the different pieces of wood on the floor and carve into them, often using a chainsaw. Although when completed, the wooden slats look organised and are each individually numbered on the reverse, they are not necessarily designed to be hung in that exact order. *"With the wood, I would put numbers behind the slats serially, but these numbers were just an initial proposal. The arrangements are all just proposals, not the final say."* The wooden wall hangings are thus designed to be fluid, with no formal set arrangement.

El Anatsui's work can be found in the collections of Los Angeles County Museum of Art, Museum of Modern Art, New York, The National Museum of African Art, Smithsonian Institution, Washington D.C., The Newark Museum, New Jersey, Centre Pompidou, Paris, The British Museum, London, Guggenheim, New York and The Metropolitan Museum of Art, New York. More recently, El Anatsui was commissioned to exhibit his sculptural installations in the Turbine Hall Space at the Tate Modern in London.

Bibliography

- L. Binder, *El Anatsui: When I last wrote to you about Africa*, (Seattle, 2010).
J. Picton, *El Anatsui: A Sculpted History of Africa*, (London, 1995), pp.34-36.
E. A. Péri-Willis, 'Chambers of Memory', in J. Picton (ed.), *El Anatsui: A sculpted history of Africa*, (London, 1998).
El Anatsui: New Worlds, (Mount Holyoke College Art Museum, 2014), p. 41.





19 *

EL ANATSUI (GHANAIAN, BORN 1944)

Curtain (black)

signed 'EL/88' (lower right)

printed cloth

275 x 134cm (108 1/4 x 52 3/4in).

(unframed)

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

Provenance

Mr Christoph Ludzuweit;

A private collection.

El Anatsui made ten printed textiles in Nsukka in 1988, they were produced in black, blue, yellow, ochre and orange pigments. Three of these works are now to be found in the collection of Iwalewahaus, Bayreuth. They can be considered as the first stage in the artist's development of the later wall hangings.

Christoph Ludzuweit worked as a lecturer at the University of Nigeria, Nsukka from 1983 to 1988 and was a close friend and colleague of the artist.

We are grateful to El Anatsui for inspecting the above lot and confirming its provenance.



20

ABLADE GLOVER (GHANAIAAN, BORN 1934)

At prayer

signed and dated 'Glo/ 08' (lower right)

oil on canvas

95.5 x 98.5cm (37 5/8 x 38 3/4in).90 x 90cm

£6,000 - 8,000

€6,900 - 9,200

US\$8,100 - 11,000

21 *

EL ANATSUI (GHANAIAN, BORN 1944)

We washed Grandma's Cloth I

signed and dated 'EL/ 90' (lower left and right margins of panel 9);

each panel inscribed '1' to '10' in chronological order and each

bears a Jack Shainman Gallery label (verso)

carved, incised, scorched, and painted wood panels

68 x 93 x 4.5cm (26 3/4 x 36 5/8 x 1 3/4in).

(in 10 pieces)

£20,000 - 30,000

€23,000 - 34,000

US\$27,000 - 40,000

Provenance

Acquired directly from the artist,

The collection of Franco Bordogna.

A successful Lagos based Italian restaurateur, Franco Bordogna brought authentic ingredients imported from Italy for the attention and delight of the city. Along with his wife Maria, their restaurant, 'C'era una Volta', became a staple favourite for celebrities, artists, and businesspeople. El Anatsui and Franco, admirers of each other's work, would become friends with Franco becoming a loyal collector of the acclaimed artist.



22

BEN OSAWE (NIGERIAN, 1931-2007)

The Thinker (seated female figure)

inscribed 'OSAWÉ 97' (upper right side)

bronze

67.5 x 27 x 20cm (26 9/16 x 10 5/8 x 7 7/8in).

£5,000 - 7,000

€5,700 - 8,000

US\$6,700 - 9,400

Provenance

Acquired directly from the estate of the artist;

A private collection.





23 Ω

MAGDALENE ODUNDO (KENYAN/BRITISH, BORN 1950)

Untitled

signed and dated 'Odundo 1985' (base)

burnished terracotta

34.5 x 23 x 23cm (13 9/16 x 9 1/16 x 9 1/16in).

£60,000 - 90,000

€80,000 - 110,000

US\$94,000 - 130,000

Provenance

Collection of Bruce Dayton & Ruth Stricker Dayton, Minnesota;

Revere Auctions, November 2021;

A private collection.

One of the world's most esteemed ceramic artists, Magdalene Odundo's body of work fuses traditional vernacular techniques of pot making with her contemporary aesthetic. Her works are celebrated for their elegant, fluid forms and rich, polished, burnished surfaces, often resembling ancient vessels but with a modern, minimalist sensibility. Moreover, Odundo's explorations extend beyond this cultural crossover with the human body and acts as a fundamental reference in her work. Bold and often surreal, Odundo's work challenges our traditional perception of ceramic making, emphasising their aesthetic rather than utilitarian form that is readily yet delicately encapsulated within the present work.

"I have become obsessed by form. What was once an embellishment has now become an engagement." (Magdalene Odundo, *Angaza Afrika: African Art Now*, ed. Christopher Spring, (London: Laurence King, 2008), p. 234.)

Born in Nairobi, Odundo would move to the UK at the age of twenty-one, receiving a formal education at the Cambridge School of Art and later the Royal College of Art. However, she also spent time at the Pottery Training Centre in Abuja before returning to teach at the Commonwealth Institute in London between 1976-79, before eventually moving back to Kenya and Nigeria to explore traditional practices. These practises included coiling the clay rather than throwing it and burnishing rather than glazing the final product. Through these methods to achieve her fluid forms, Odundo is able to express her own diasporic identity organically and authentically.

Recognised for the intellectual capacity of her work and cultural importance, Odundo was awarded a Damehood (DBE) for her services to Art in 2008 and an Honorary Doctorate of Arts from the Angela Ruskin University. She has exhibited globally and her work is held in various major institutions. In 2019, over fifty of her works were displayed in *The Journey of Things* at the Hepworth in Wakefield and the Sainsbury Centre of Visual Arts in East Anglia and featured in the renowned 2022 exhibition *Body Vessel Clay* at Two Temple Place, London.

Bibliography

Robert Soppelsa, "Ceramic Gestures: New Vessels by Magdalene Odundo", *UCLA James S Coleman African Studies Center*, (1996).



24 *

BEN ENWONWU (1921-1994)

Africa Dances

signed and dated 'Ben Enwonwu/ 1975' (lower left)

oil on canvas

38.7 x 51.5cm (15 1/4 x 20 1/4in).

(unframed)

£30,000 - 50,000

€34,000 - 57,000

US\$40,000 - 67,000

The present lot is strikingly unusual for Ben Enwonwu. Whilst aligning with his exploration of rhythm, and movement within his dance works, the dark muted palette of the present lot sets it apart from this genre. This painting is a prime example of both the use of sculptural qualities in painting and the multiple methods by which Enwonwu was able to convey movement and rhythm through a static medium.

"In his paintings, he had tried to capture this essence [of Dance] by tracking the body in its motions through space, using fractal surfaces and many figures to convey the idea of vigorous movement, which carried the eye in quick jumps to multiple points of focus."

(S. Ogbecchie, p. 190)

A later work completed by the artist, Enwonwu created the present work in 1975 during his final year serving as a Professor of Fine Arts at the University of Ife. The first Nigerian to hold the post, he actively participated in discussions concerning the nature of postcolonial African culture following the country's independence from the United Kingdom in 1960. Enwonwu championed the anticolonial ideologies associated with the Negritude movement, particularly the value of a Pan-African aesthetic advocated for by Léopold Sédar Senghor to formulate a black cultural identity rooted in indigenous traditions.

Bibliography

S. Ogbecchie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008)



25 *

**BENEDICT CHUKWUKADIBIA ENWONWU M.B.E
(NIGERIAN, 1917-1994)**

Yoruba Girl

carved mangowood

37 x 21 x 15cm (14 9/16 x 8 1/4 x 5 7/8in).

(including base)

£40,000 - 60,000

€46,000 - 69,000

US\$54,000 - 81,000

Provenance

The collection of Shell Co;

A private collection.

Illustrated

S. Ogbachie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008), p. 111. (illustrated).

Exhibited

Galerie Apollinaire, London 1950 - (Cat.4) - Head of Girl (See photograph)

USA Tour 1950 (Harmon Foundation): Howard University, Boston, Vassar College, Syracuse University, Bennington College, Fisk University.

The Indian mango wood's unusually hard, dense surface (noted by the artist as "harder than ebony") yields a subtly rough, tactile texture that enriches the piece's visual weight and lends it a refined, detailed finish. Through the fusion of ancient formal precedent with a distinctly modern handling of material and tool, Ben Enwonwu achieves a work at once archaeological in reference and contemporary in sensibility.

"This piece was carved out of Indian mango wood. I used the adze and no chisel work at all. This also is one of my favourite pieces. It is not a portrait of a particular Yoruba girl, but represents the type. The cross-graining of the wood is quite exceptional, as it is rare in other kinds of wood. The wood is hard, harder than ebony, but the effect of the rough surface texture is rich and gives the sculpture a sophisticated and precious quality." (Ben Enwonwu, Harmon Foundation interview - transcribed 1951).

"Enwonwu transposed the canonical style of ancient Ife-Yoruba sculptures to his Head of a Yoruba Girl. The life-size bust sports a characteristic coiffure of Yoruba women, with tight-woven hair bunched around at the neck. Striated lines animate the features of the sculpture (to) achieve the serene expression that became a defining element of Enwonwu's symbolic imagery." (S. Ogbachie, p. 110.)

This work was originally collected by Mr. Lionel Harford who was instrumental in Enwonwu's first solo exhibition in Lagos in 1943 and his subsequent sponsorship to study the Slade school of art in London. Harford worked for Shell in West Africa during the second world war. His war efforts pre-date the discovery of commercial quantities of oil in the region in 1956. A strong bond was formed between the two men with Enwonwu referring to Harford affectionately in his countless letters to him as "My Dear Sir".

Bibliography

S. Ogbachie, *Ben Enwonwu: The Making of an African Modernist*, (Rochester, 2008)



Galerie Apollinaire, London 1950



26 AR

JIMOH BOLA AKOLO (NIGERIAN, 1934-2023)

Cattle herder

signed and dated '1963/ J.B.AKOLO' (lower right)

oil and wax on board

92 x 122cm (36 1/4 x 48 1/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

The collection of Dennis Duerden;

A private UK collection;

By direct descent;

A private collection.

Jimoh Akolo was a founding member of the Zaria Art Society (1958-62), along with Yusuf Grillo, Bruce Onobrakpeya, and other art students at the Zaria branch of the Nigerian College of Arts, Science and Technology. This group, along with their peers in literature, theatre, music constituted a postcolonial modernist vanguard in Nigeria in the early 1960s. Convinced that a new art appropriate for Nigerian and African political independence must combine indigenous and western modernist aesthetics, forms and processes, this generation of artists set about creating spaces—such as the now-legendary journal *Black Orpheus* and the Mbari Writers and Artists Club, Ibadan—for the production and discourse of Nigerian and African modernism.

Painted in 1963, it is likely that the present work was completed either in England or Nigeria and may well have been included in the collection of works exhibited by Akolo at his 1964 solo Commonwealth exhibition. The foreword for this exhibition catalogue was written by Dennis Duerden. The works were not individually listed in the catalogue. Though it does record that: 'No. 19-34 Painted in 1962-63 in England' and '35-42 Painted in 1963-64 after return to Nigeria'.

The geometrical composition of this work could be said to derive from a brief period in the early 1960's when Akolo drew inspiration from the geometrically patterned facades of Hausa architecture common to Northern Nigeria. Through pallet and compositional construction, Akolo presents us with fragmented figures contrasted by the splatter of paint in the final touches of his process.



27

JIMOH BOLA AKOLO (NIGERIAN, 1934-2023)

Soldier

signed and dated 'J.B.Akolo/ 1963' (upper left); bears a tag inscribed '20' and a further label inscribed 'D G/ Duredon/ 24' (verso of frame)

oil on board

83.5 x 61cm (32 7/8 x 24in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,400 - 13,000

Provenance

The collection of Dennis Duerden;

A private UK collection;

By direct descent;

A private collection.

Exhibited

London, Commonwealth Institute, "Jimo Akolo", 1964;

London, Commonwealth Institute, "Jimo Akolo", 1968, no. 21;

Warsaw, Ministry of Cultural Arts, 'Exhibition of Contemporary

Nigerian Visual Arts', 1969, no. 28.

This work has been requested for inclusion in the exhibition '*Drogi Czarnych wkraczają w Białą Łąkę*' at the Museum of Modern Art, Warsaw from 12th June 2026 to 10th January 2027.



28 TP

JACKSON MBHAZIMA HLUNGWANI
(SOUTH AFRICAN, 1923-2010)

Christ playing football

carved wood

222 x 91 x 59.5cm (87 3/8 x 35 13/16 x 23 7/16in).

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

A similar work by the artist bearing the same title was included in Jackson Hlungwani's retrospective exhibition held at the UJ Art Gallery, Johannesburg, in 2014. Sculptor and preacher; Hlungwani's works are characteristically spiritually informed while synthesizing his physical world view. Hlungwani's devotion is evident in the present lot. Fittingly being represented playing football in line with the football world cup in Brazil around the time of the present works creation, the artist displays his belief of Jesus' presence in the world.





29 * AR

BERTINA LOPES (MOZAMBICAN, 1924-2012)

"La speranza dimensione della vita" (Hope is the dimension of life)
 inscribed 'cm 140 x 160/ olio su tela/ 1993/ Bertina', 'La speranza
 dimensione/ della vita' (verso); numbered '20' and '549-554'
 (verso of stretcher)

oil on canvas

140 x 160cm (55 1/8 x 63in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

Provenance

The artist's studio.



30 * AR

BERTINA LOPES (MOZAMBICAN, 1924-2012)

"Hipotese de continuidade - II" (Hypothesis of continuity - II)
 signed and dated 'Bertina / 92' (lower right); inscribed 'C.P/
 Per Cristina/ e Sandro/ con affetto/ Non se Vende/ Bertina/ (92)/
 olio Su tela/ (130) 130 x 60cm/ titolo (L'ipotesi de continuidade)/
 Bertina 92' and bears exhibition label (verso)

oil on canvas

130 x 160cm (51 3/16 x 63in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

Provenance

The artist's studio.

DEBORAH MARGARET BELL (SOUTH AFRICAN, BORN 1957)

World's Body

singed 'BELL' (lower left); inscribed 'DEBORAH BELL WORLD'S BODY 1989-199' and bears two labels inscribed 'WORLDS BODY/BELL/ 6' and 'B' (verso of the stretcher)

oil on canvas

180 x 160cm (70 7/8 x 63in).

£10,000 - 15,000

€11,000 - 17,000

US\$13,000 - 20,000

Provenance

A private collection.

Exhibited

Museum of Modern Art, Oxford in association with the Zabalaza Festival in London, *Art from South Africa* (June-September 1990)

London, Atkinson Gallery, Millfield School, *Cross Cross Currents: Contemporary Art practice in South Africa*, (September 2000)

Literature

David Elliot, art from South Africa, Museum of Oxford, Exhibition catalogue (Oxford: Museum of Modern Art, Oxford and Thames & Hudson, 1990), p. 46. (illustrated)

John Picton and Jennifer Law, *Cross Cross Currents: Contemporary Art practice in South Africa*, (Somerset: Atkinson Gallery, 2000), p. 63. (illustrated).

Extracted from Deborah Bell's *Desert/Expulsion* series that spanned between 1989-1991, *World's Body* holds stark similarities to *World on Fire* whilst taking a dominant position in the artists oeuvre. The work depicts a strong stoic female figure making eye contact with the viewer. The male figure is turned away, gazing at the landscape and either rising or setting sun.

Pippa Stein says of the compositional choice in *World on Fire* that the two figures "are in a point-counterpoint relationship: connected, yet apart, opposite yet the same; one dark, one light; looking forward, looking back; animus, anima." The present work holds a very similar dichotomy; the woman is the dominant figure in the eyes of Bell and for the viewers gaze. The figures stand separately, the woman empowered in her stoicism:

I used to stand in the pose of the woman I was painting, and consciously feel what it was like to be that leg, that arm, the particular expression of the face. She was I and not I. She is no longer caught off balance, in impossible high-heeled shoes or twisted into compromised positions. In these paintings, there was a change in embodiment, a new sense of resolve and inner strength, of 'standing solidly on the earth', bare feet rooted to the ground. The woman looks out of these paintings, holding the viewer in gaze, while the man is usually turned away. It was as if in painting her, I was saying, 'Here I am', an yet once I became the observer of the final painting, she stood there quite separate and self-contained and we looked at each other. (p.18)

Born in Johannesburg in 1957, Deborah Bell is a leading South African painter, sculptor and printmaker who received her Masters degree in Fine Art at the University of the Witwatersrand. Bell has collaborated with Robert Hodgins and William Kentridge on numerous projects such as *Hogarth in Johannesburg* (1987-8), *Memo* (1994) and *UBU 101* (1997).

Bibliography

Ricky Burnett, *Deborah Bell- Presence*, (Johannesburg: Everard Read and Circa on Jellicoe), (2011)
David Krut Publishing *Deborah Bell* (p.18)





32 *

DEBORAH MARGARET BELL (SOUTH AFRICAN, BORN 1957)

Tango

signed dated and titled 'Tango Bell 89' (lower right)

pastel on paper

90 x 63cm (35 7/16 x 24 13/16in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

Provenance

Acquired from the Telkom Collection;

A private collection.



33

PETERSON KAMWATHI (KENYAN, BORN 1980)

Sitting Allowance
signed 'Kamwathi' (lower right)
charcoal, chalk, and ink on paper
148 x 175cm (58 1/4 x 68 7/8in).
(unframed)

£7,000 - 10,000
€8,000 - 11,000
US\$9,400 - 13,000

Provenance

A private collection.

Sitting Allowance (2007–2009) is a critically acclaimed series of large-scale charcoal and mixed-media works by Kenyan artist Peterson Kamwathi that serves as a powerful indictment of Kenyan political corruption and post-election violence. The series features anonymous, often queuing figures and highlights the transactional nature of Kenyan politics, including the demand for “sitting allowances”, a form of paid remunerative allowance, by politicians and the public.

Peterson Kamwathi is arguably the most successful Kenyan artists. He has exhibited in the Dak'Art Biennale, Senegal in both 2010 and 2014, represented Kenya at the 57th Venice Biennale in 2017, and exhibited from 2017 to 2020 at 1:54 Contemporary Art Fair in London to name a few.

34 AR

WILLIAM KENTRIDGE (SOUTH AFRICAN, BORN 1955)

Negotiations minuet
signed and dated 'KENTRIDGE 89' (lower right)
charcoal on paper
105.5 x 154.5cm (41 9/16 x 60 13/16in).

£200,000 - 300,000

€230,000 - 340,000

US\$270,000 - 400,000

Provenance

A private collection.

Exhibited

Johannesburg, Cassirer Fine Art, 'William Kentridge', (April – May 1990);
London, Atkinson Gallery, Millfield School, *Cross Cross Currents: Contemporary Art practice in South Africa*, (September 2000)
London, The British Museum, 'South Africa: the art of a nation',
(October 2016 -February 2017) no. 21;
London, Royal Academy of Arts, William Kentridge, (September -
December 2022), no. 63.

Literature

Polly Savage, *Making Art in Africa 1960-2010*, (Surrey: Lund Humphries, 2014), p. 185. (illustrated)
John Picton and Jennifer Law, *Cross Cross Currents: Contemporary Art practice in South Africa*, (Somerset: Atkinson Gallery, 2000), p.80 (illustrated)
Kate McCrickard, William Kentridge, (London: Tate Publishing, 2012), p. 41. (flip image, and pre signature, illustrated).
John Griblin & Chris Spring, *South Africa: the art of a nation*, (London: Thames & Hudson, 2016), p. 202.
Stephen Clingman, *William Kentridge*, (London: Royal Academy, 2022), p. 153.
Carolyn Christov-Bakargiev, *William Kentridge, Brussels: Societe des Expositions du Palais des Beaux-Arts de Bruxelles*, 1998, p. 163. (exhibition poster illustrated).



With thanks to the William Kentridge Studio





Although dated 1989, *Negotiations Minuet* was first exhibited between 30 April and 23 May 1990 at William Kentridge's double exhibition at Cassirer Fine Art and Gallery on the Market in Johannesburg: the second, larger venue was added because works such as the multi-sheet arc drawing *Develop, Catch-Up, Even Surpass* were too big for the intimate Rosebank gallery. The poster for the joint exhibition was based on *Negotiations Minuet*.

The drawing features four main figures all of which appear in other works of this time, albeit in different form. The miner, in boots and helmet, with a hyena strapped to his back, appears in the bizarre procession *Develop, Catch-Up, Even Surpass*, as does the shaded woman under an umbrella in the background; both figures feature in later Kentridge Processions. The figure with a megaphone covering his face on the left is similar to Harry, Lord Mayor of Derby Road in Kentridge's series *Industry & Idleness* that formed part of the *Hogarth in Johannesburg project* (1988) as well as Kentridge's first two 'Drawings for Projection' of this time: in *Johannesburg, Second Greatest City after Paris* (1989), the herring-bone coat is worn by the man at the head of the procession of dispossessed miners humiliated by the rapacious property-developer *Soho Eckstein*; and in *Monument* (1990), it is worn by the miner who, bearing the heavy

burden of his box of tools on his back, is revealed to be the living monument to Eckstein's civic benefactions. The figure with hugely enlarged blinkers on his head on the far right, leaning dangerously back as he throws himself into the dance, is a version of Soho Eckstein himself. The falling cat beneath Soho probably derives from Hogarth's *Industry & Idleness*. The slumped figure of a man who appears to have been executed by a firing squad on the left side of the drawing is certainly derived from Goya.

Notwithstanding Kentridge's title for this work, there were no negotiations taking place in South Africa in 1989. On the contrary, the country was in turmoil. In August 1989, P.W. Botha was replaced as State President by F.W. de Klerk who, confronted by a resurgent Mass Democratic Movement, and under huge economic pressure, began to dismantle the instruments of racial segregation. In February 1990 de Klerk unbanned the African National Congress and other political parties; and soon afterwards, he released Nelson Mandela amongst other political prisoners. In 1991, the Group Areas Act, the Land Act and the Population Registration Act, the cornerstones of apartheid legislation, were repealed and, later that year, negotiations with the ANC and other parties were initiated.



Was Kentridge prescient in naming his drawing *Negotiations Minuet*? Perhaps the second word of his title gives one a clue. The minuet is usually defined as a slow, stately dance in four-time for two people – which is certainly not the activity of the four principal figures in the drawing. But Kentridge's critical vocabulary at this time was based on irony and the absurd. The title of *Develop, Catch-Up, Even Surpass* is a quotation from Emperor Haile Selassie exhorting his countrymen to compete with the economies of the developed world. And *Industry & Idleness* overturns the rewards and punishments for those characters in a bitter critique of the South African economy (and moral order). Moreover, there are no politicians in *Negotiations Minuet*. Kentridge's figures are all representatives in broad strokes of South African economic relations – the labouring poor, the unemployed, and the arrogant bosses, precariously balanced in a frenetic jig. Verbal descriptions are inadequate because, as Kentridge said at this precise time,

One of the reasons one is making images in the first place, rather than writing, is because certain objects or parts of the work seem appropriate to it without your being able to give a clear reason why. It's one of the principles I work with to allow disjunctions, to encourage things that shouldn't be together.

As a matter of fact, *Negotiations Minuet* was the second title Kentridge gave to this work: it was actually exhibited as *Fused into a Particularly South African Riddle*. While less poetic, the original title perhaps stresses both the precarity and the extraordinary interdependence of South African labour relations. To make the point of the disastrous irrationality of this situation, Kentridge, as in other works of this time, turned to Goya – for the executed figure certainly but also, less directly, for the four principal figures and their absorption, while reason sleeps, in a monstrous, mindless dance.

We are grateful to Professor Michael Godby for his completion of the above footnote.

Bibliography

Carolyn Christov-Bakargiev, *William Kentridge, Brussels: Societe des Expositions du Palais des Beaux-Arts de Bruxelles*, (1998).
 Michael Godby, *Hogarth in Johannesburg*, (Johannesburg: Witwatersrand University Press, 1990).
 Nigel Worden, *The Making of Modern South Africa: Conquest, Segregation and Apartheid*, (Oxford: Blackwell Publishers, 1994).

35 * AR

WILLIAM KENTRIDGE (SOUTH AFRICAN, BORN 1955)

Monument from Mango Groove's 'Another Country'

signed and dated 'KENTRIDGE/ '94' (lower right); bears inscription 'Monument' (verso)

charcoal and pastel on paper

120 x 150cm (47 1/4 x 59 1/16in).

£100,000 - 150,000

€110,000 - 170,000

US\$130,000 - 200,000

Provenance

A private collection, US.





The present work appears at approximately 2 minutes and 55 seconds into the music video titled 'Another Country' by the band Mango Groove. The video opens on a charcoal drawing animation by William Kentridge of a barren landscape dotted with microphones for public addresses. Wind howls in the air, but stops when Claire Johnston, the band's lead, begins to sing. A vessel of water emerges and the scene changes to an animated charcoal drawing of a city with protestors filling the streets. On one building, images emerge of people who have been injured and killed. Later in the video, the protestors surround the towers of loudspeakers and structures, some of which are now covered and bound. It is at this point when the present image appears. Johnston stands as a giant in a sea of protestors, destroying one of the towers. The wrapping of one of the towers reveals a bowl, and the protestors leave the streets. The bowl fills to overflowing with water flooding the streets of the city and washing away the loudspeakers. The scaffolding of another loudspeaker collapses, and the speaker becomes a bucket from which water flows. Johnston gestures again, and a giant bowl of water appears in the sky over a field of protestors, replacing them with a thriving landscape, the bowl again overflowing with water.

The song was released in 1993 by One World Entertainment, near the end of the negotiations to end apartheid in South Africa and several months before South Africa's landmark 1994 general election, the first democratic election in the country's history. The title song, "Another Country", expressed an optimism about the country's future. There are differing attributions to the song's origins. The notes for the band's 2006 compilation album, 'Moments Away', suggests that it was in response to the Boipatong massacre while the magazine, *Femina* suggested it was in response to the assassination of Chris Hani, the leader of the anti-apartheid movement.

The choice of William Kentridge as the animator of the video for "Another Country" was an inspired and informed decision with the artists at the height of his animation powers. This work was made in the same year as his celebrated fifth film *Felix in Exile* (1994). Kentridge has commented that this film was:

'made at the time just before the first general election in South Africa, and questioned the way in which the people who had died on the journey to this new dispensation would be remembered'.



The work recalls a scene from 'Monument' (1990), a film by William Kentridge which thematically explores notions of exploitation, passivity, responsibility, and power. The year that this work was created in was also a period of transition from the Apartheid. Kentridge calls into question how the Apartheid will be remembered, commemorated, and even appropriated. Comparatively, the present work possesses the relevant tropes such as censorship, social justice, and power yet also displays compositional similarities in the crowds surrounding a shrouded monument. Moreover, both 1990 and 1994 were both significant dates in the evolution out of Apartheid. It could be said that Kentridge was drawing direct visual relevance between each work, both 'Monument' and the present work from 'Another country', to create a full circle moment in this instance.

Kentridge's process of re-working and altering a singular drawing numerous times to display animated movement in the film has resulted in this conclusive drawing. "The technique I use is to have a sheet of paper stuck up on the studio wall and, half-way across the room, my camera, usually an old Bolex. A drawing is started

on the paper, I walk across to the camera, shoot one or two frames, walk back to the paper, change the drawing (marginally), walk back to the camera, walk back to the paper, to the camera, and so on. So that each sequence as opposed to each frame of the film is a single drawing. In all there may be twenty drawings to a film rather than the thousands one expects. It is more like making a drawing than making a film (albeit a gray, battered and rubbed about drawing)." (Lecture, 1993, published in *Cycnos: Image et Langage, Problemes, Approches, Méthodes*, Nice, vol. 11 no.1, (1994), pp. 163-168. Republished in C. Christov-Bakargiev, William Kentridge, *William Kentridge, Societe des Expositions du Palais de Beaux-Arts*, (Bruxelles 1998), pp. 61-64).

We are grateful to the William Kentridge Studio for their assistance with the cataloguing of this lot.

Bibliography

C. Christov-Bakargiev, William Kentridge, *William Kentridge, Societe des Expositions du Palais de Beaux-Arts*, (Bruxelles 1998)



36

DAVID JAMES BROWN (SOUTH AFRICAN, BORN 1951)

Ysterkop Dreams

stamped with initials, date and edition number 'DJB 08 1/5' (base)
bronze

82 x 27 x 32.5cm (32 5/16 x 10 5/8 x 12 3/4in).

£2,000 - 3,000

€2,300 - 3,400

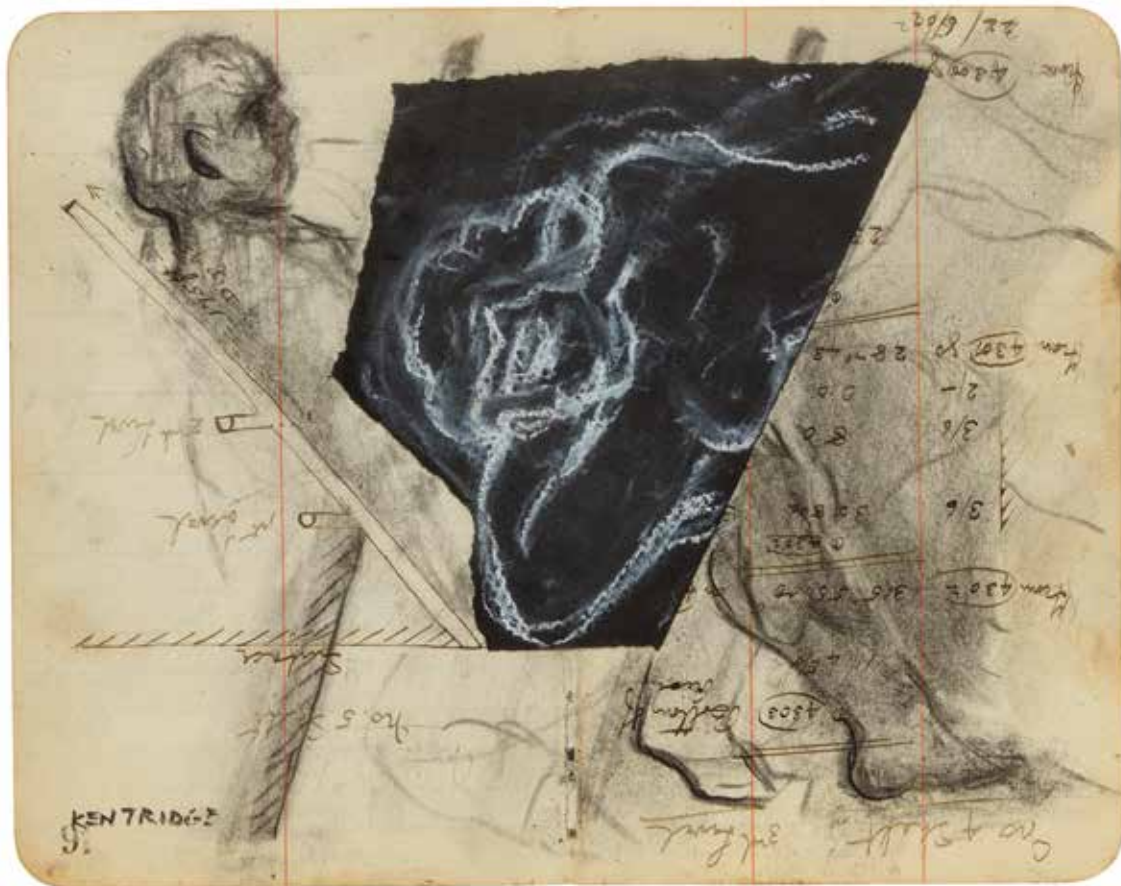
US\$2,700 - 4,000

Provenance

Acquired from the Everard Read Gallery;
A private UK collection.

"Ysterkop Dreams" is a series of figures and heads in bronze and metal called "*Ysterkop Dreams and Backfiring*" produced by Brown at the turn of the new millennium.

The word Ysterkop means Iron Head in Afrikaans and using black humour the works set out to portray the atmosphere of dis-ease in a violent, abusive society. The head is blindfolded by the goggles over its eyes. It cannot see outwards. Instead, the eyes focus their gaze inwards and the ideas and fantasies of the inner world spill out.



37 AR

WILLIAM JOSEPH KENTRIDGE (SOUTH AFRICAN, BORN 1955)

A study for Summer Graffiti
signed 'KENTRIDGE' (lower left)
charcoal and ink on paper
18.5 x 23.5cm (7 5/16 x 9 1/4in).

£5,000 - 8,000

€5,700 - 9,200

US\$6,700 - 11,000

Provenance

Acquired from the Goodman Gallery;
A private collection.

In scale, composition, and technique similar to William Kentridge's *Summer Graffiti* (2002) a set of lithographs, it could be said that the present work aligns with the following statement given by the artist:

I had been asked to do a fund-raising print for my old high school, and had looked for a suitable textbook on which to do the images. In a second-hand bookshop I found a teacher's manual called 'Errors in School', which, with appropriate schoolboy regression, became 'eros in school', and a kind of erotic doodle. (William Kentridge)

Bibliography

William Kentridge, *William Kentridge: Prints*, (Johannesburg: David Krut Publishing, 2006)

38 AR

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

Man with a seriously red hat, 1991
signed, dated titled and inscribed 'Robert Hodgins, Man with a seriously red hat,
Finished Fri 13/6/91' (verso)
oil on canvas
122 x 91cm (48 1/16 x 35 13/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$27,000 - 40,000

Provenance

A private collection.

Exhibited

London, Atkinson Gallery, Millfield School, *Cross Cross Currents: Contemporary Art practice in South Africa*, (September 2000)

Literature

John Picton and Jennifer Law, *Cross Cross Currents: Contemporary Art practice in South Africa*, (Somerset: Atkinson Gallery, 2000), p. 79. (illustrated).

Irreverent, theatrical, and exuberant, Robert Hodgins work is distinctive in the post war South African Art landscape. His paintings are often populated by exaggerated and in a sense grotesque characters that contribute to his satirical tendencies. While humorous, the underlying critique of institutional power and hypocrisy penetrates through consistently through his work, commenting on the socio-political climate that is stained by the Apartheid era of South Africa.

The one thing I like about all my more intelligent critics is that they see that, beneath the sensual surface of the painting, there's often something other, something moving. And that creates an alternative current that is kind of intended.
(R. Hodgins in 'Conversations, Collaborations', ed, Sean Fraser, p. 61.)

While his hand may appear loose in application, his aesthetic choices are decisive and gestural, complimenting the vigour of his palette and meticulous compositions. These works are synthesised displays of how theatrical power can be used to communicate moral urgencies.

Born in England yet immigrating to South Africa in 1938, Hodgins held a longtime position as a lecturer in painting at the University of the Witwatersrand before retiring to focus fully on his own artists career in 1983, shortly before the present works completion. Hodgins has held major exhibitions globally, including a retrospective exhibition at the Standard Bank National Arts Festival in 1986 and regular exhibitions at the Goodman Gallery in Johannesburg from 1987 to 2000.

Bibliography

Sean Fraser, *Robert Hodgins*, (Cape Town: Tafelberg, 2002)



39 AR

ROBERT GRIFFITHS HODGINS (SOUTH AFRICAN, 1920-2010)

Prison Games

signed, titled and dated 'Robert Hodgins/ Prison Games/ o/c 2005/6'
and bears a label with the lot description and inscribed '24.' (verso)
oil on canvas

90 x 120cm (35 7/16 x 47 1/4in).

£18,000 - 25,000

€21,000 - 29,000

US\$24,000 - 34,000

This painting was executed in 2005 and refers to the interrogation tactics used on prisoners detained at Guantanamo Bay. Earlier in the year, the case of Detainee 063 made the cover of TIME magazine.

TIME magazine obtained the 84-page secret interrogation log of Detainee 063. Not intended for public release, the leaked document provided the first window into the internal workings of the classified Gitmo interrogations since the detention camp opened. It spanned 50 days over the winter of 2002-3, during which 16 additional interrogation techniques were approved by the US Defense Secretary.

The log did not indicate how successful these additional measures were in obtaining intelligence. The case fuelled international debate about whether such techniques were an abuse of detainees' rights.

Hodgins depicts a slumped anonymous figure in a chair adjacent to a red figure brandishing a gun. The scene displays the violence of the environment, in both palette and composition. We are forced to examine our conscience, and question the legitimacy of this treatment.





40

DAVID KOLOANE (SOUTH AFRICAN, 1938-2019)

Untitled (Summer Glow series)

signed, dated and inscribed 'SUMMER GLOW/ D.KOLOANE/91'

(verso)

mixed media on canvas

73 x 97.5cm (28 3/4 x 38 3/8in).

(unframed)

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100



41

DAVID KOLOANE (SOUTH AFRICAN, 1938-2019)

Untitled (Summer Glow Series)

signed, dated and inscribed 'SUMMER GLOW/ D.KOLOANE/91 '

(verso)

mixed media on canvas

72 x 104.5cm (28 3/8 x 41 1/8in).

(unframed)

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

42 *

ALEXIS PRELLER (SOUTH AFRICAN, 1911-1975)

Untitled

signed and dated 'Preller/ 67' (lower right)

oil on canvas

61.7 x 71.5cm (24 5/16 x 28 1/8in).

£25,000 - 35,000

€29,000 - 40,000

US\$34,000 - 47,000

Alexis Preller is one of South Africa's major and distinguished artists of his generation. The esteemed art critic, Esme Berman succinctly asserts that in the same manner that his art was unusual and complex, so was his unusual and complex temperament. Preller's art and his world are multi-dimensional and entwined, his allusive and buoyant spirit of expression permeated the many planes of experience confronted throughout his life. The images which he collected during his perceptual experiences were later conceptualised and transformed, becoming the pictorial architecture in which the artist conveyed emotional, autobiographical and abstract themes.

Preller's gestural abstract works of the mid to late sixties are known for their vitality and immediacy. While most of these works reflect the swirling motion of cosmic bodies, here Preller engages the same spiralling form and impasto brushstrokes in an aquatic, futuristic image. Esmé Berman and Karel Nel emphasise that an important feature of the abstract paintings of this period is that "they did not begin with a drawing of an image. The forms are a product of the process".

Bibliography

E. Berman and K. Nel, *Alexis Preller, a Visual Biography*, (Johannesburg, 2009), pp. 220-223





43

ABLADE GLOVER (GHANAIAN, BORN 1934)

Argungu Fishing Festival

signed and dated 'Glo/ 92' (lower left); inscribed '9' (verso)

oil on canvas

60 x 75cm (23 5/8 x 29 1/2in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

Provenance

Acquired directly from the artist;

A private collection;

Acquired at Sotheby's, London, 2018, Lot 36;

A private collection.



44

ABLADE GLOVER (GHANAIAN, BORN 1934)

Self-portrait

signed and dated 'Glo/ 81' (lower left); signed and dated 'Glo/ 81' (verso); bears a stamp inscribed '1' (verso of the canvas pinned to the stretcher)

oil on canvas

41 x 31cm (16 1/8 x 12 3/16in).

(unframed)

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

**ALEXANDER "SKUNDER" BOGHOSSIAN
(ETHIOPIAN, 1937-2003)**

i)

Figures on an Ethiopian Street
oil on board
55.5 x 54.5cm (21 7/8 x 21 7/16in).

ii)

Harar, Ethiopia
signed and dated '-ALEX-/HARRA-/55' (lower right); bears a label
inscribed 'ALEX BOGHOSSIAN/80 FELLOWS Rd./-ETHIOPIA-/
£10-10S' (verso)
oil on board
42 x 36.5cm (16 9/16 x 14 3/8in).
(unframed)

(2)

£3,000 - 5,000
€3,400 - 5,700
US\$4,000 - 6,700

Provenance

Mr Laurence Graham-Leigh;
By direct descent to the current owner.

Skunder was born in Addis Ababa in 1937. He remained in Ethiopia until the age of seventeen when he won second prize in the Abstract Art category at the National Art Exhibition. Held to mark the Jubilee Anniversary Celebration of Emperor Haile Selassie, the exhibition resulted in Skunder being awarded a scholarship to study abroad.

He embraced the opportunity and undertook training at Saint Martin's School of Art, the Central School of Art and Design, and the Slade School of Fine Art in London, before travelling to Paris. Here, he attended the École Supérieure des Beaux Arts (1955-56) and the Académie de la Grande Chaumière (1957-63).

Both works are rare, early renditions by the artist yet both display the expressionist brushstrokes and surreal elements that would embody Skunder's later works. Whilst expressional, these works do retain a lens rarely cast by Skunder, that of his domestic life and view. Void of the 'Afro-metaphysics' that embody the wider breadth of his oeuvre, the present work allows us a glimpse into the artist's worldly reality whilst demonstrating the early dynamism that would develop in his career.

A similar work was completed by the artist in 1960, compositionally attuned with the *Figures in an Ethiopian Street*. Both works display women carrying vessels through a street of buildings executed with broad brush strokes. This work is recorded in the Nigerian National Archives by the Harmon Collection as *Le Marche*.

Harar, Ethiopia bears a double sided business card from "L G Leigh, Picture Framers, Hampstead" to on the back of the work. Laurence Graham-Leigh, owner of this business, provided Skunder with his first lodgings at 80 Fellows Road on his arrival in London in 1955.

Bibliography

www.archives.gov/research/african-art
Le Marche (the market), oil (1960). National Archives Identifier: 558826,
Local Identifier: H-HN-AA-2A-11



i)



ii)

46 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Dahlias

signed and dated 'Irma Stern/ 1935' (lower left)

oil on canvas

96.2 x 82.6cm (37 7/8 x 32 1/2in).

£300,000 - 500,000

€340,000 - 570,000

US\$400,000 - 670,000

Provenance

Acquired directly from the artist, 20 May 1935;

A private collection.

Exhibited

Johannesburg, Criterion Restaurant Ballroom, (May-June 1935), no. 46;
Pretoria, Glen's (Pty) Ltd., 273 Church Street, (June 1935), no. 46.

Literature

The Star, (20 May, 1935), p.7. (illustrated).

Irma Stern first showed 'Dahlias' in her exhibition at the Criterion Restaurant Ballroom, Johannesburg, that ran from 20 May to 1 June 1935. The painting is shown in the background of the photograph of the opening of the exhibition that was published in *The Star* on 20 May, p.7. It is included on the exhibition list as #46 and priced at the relatively high price of 40 guineas. This list also served for Irma Stern's exhibition at Glen's (Pty) Ltd., 273 Church Street, Pretoria, in June 1935, where 'Dahlias' was also exhibited.



Dahlias on Exhibition at Glen's Ltd (1935), Image courtesy of the National Library of South Africa.

The flower pieces on the show were celebrated by 'L.S.' in his review in *The Rand Daily Mail* on 21 May 1935, p.13, 'Irma Stern's Exhibition, Stimulating Work' who found them "noteworthy for fine composition and brilliant use of colour". In fact, according to this reviewer, "Miss Stern shows clearly the influence of the French post-impressionists, among whom colour is used to create plastic equivalents of the emotions". Moreover, the anonymous reviewer of the Glen's exhibition in *The Star*, 12 June 1935, p.8, 'Art Exhibition in Pretoria: Arresting Studies by Irma Stern', wrote that:

"The flower pieces occupy a place by themselves. They are beautiful pieces of work, full of depth, of light and shade and of gracious loveliness. The gladioli, the magnolias and the dahlias are exquisite."

Irma Stern's Cashbook, that is preserved in the National Library of South Africa in Cape Town, records that the original buyer paid £36.15 for #46 'Dahlias' on 20 May 1935 – that is on the opening day of the Criterion Restaurant exhibition.

As the exhibition lists and reviews of the 1935 exhibitions make clear, Irma Stern made several large flower pieces in the first half of that year. In fact, she exhibited 'Dahlias and Pears' as #48 in the same Criterion Hall/Glen's (Ltd) exhibitions and another 'Dahlias', priced at 50 guineas as #21 in her exhibition at Durban Town Hall in July 1935: Melvin Simmers described this work as "conceived on heroic scale" when it was exhibited again at the Selwyn Chambers, Cape Town, in March 1936. While these are not the first flower pieces Stern had made, the large scale of some of these works – 'Dahlias' is 99 x 84 cm - and the proliferation of flower subjects indicate a new turn in Stern's practice. These are the first monumental flower pieces by the artist and the first such works that are clearly composed in terms of colour. No longer content to use colour descriptively, in these works Stern created colour combinations – and harmonies – that explore differing emotional conditions while also describing form. The flower pieces she made at this time stand on the threshold of Stern's emergence as perhaps the finest colourist in South African art.

We are grateful to Professor Michael Godby for his completion of the above footnote.

Bibliography

Irma Stern's Cashbook, National Library of South Africa, Cape Town. 'Art Exhibition in Pretoria: Arresting Studies by Irma Stern', *The Star*, (12 June 1935), p.8.

L.S, 'Irma Stern's Exhibition, Stimulating Work', *The Rand Daily Mail*, (21 May 1935), p.13.



47 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still life of fruit and a paw paw
signed and dated 'Irma Stern/ 1957' (upper right)
oil on canvas
55.5 x 68cm (21 7/8 x 26 3/4in).

£50,000 - 80,000

€57,000 - 92,000

US\$67,000 - 110,000

Provenance

The collection of Elsie Anita Boner;
By descent to the current owner;
A private collection.

While the present work is not explicitly listed in Irma Stern's cashbook records, a work listed in Irma Stern's retrospective exhibition, 'Irma Stern Paintings, 1916 to 1957' held at the South African Association of Arts Gallery, in Cape Town in March 1957 is titled 'Still Life, 1957' number 66. It could be possible that *Still life of fruit and a paw paw* is that work. Nevertheless, the present work is a remarkable display of Irma Stern's hand at this time, vibrant, fresh, and joyful. *Still life of fruit and a paw paw* was completed in the same year that Irma Stern exhibited at the Sao Paulo Biennale following a period of extensive travel and an accumulated wealth of creativity.



48 *

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Portrait of a girl

signed 'G Sekoto' (lower left)

oil on canvas

26 x 21cm (10 1/4 x 8 1/4in).

£12,000 - 18,000

€14,000 - 21,000

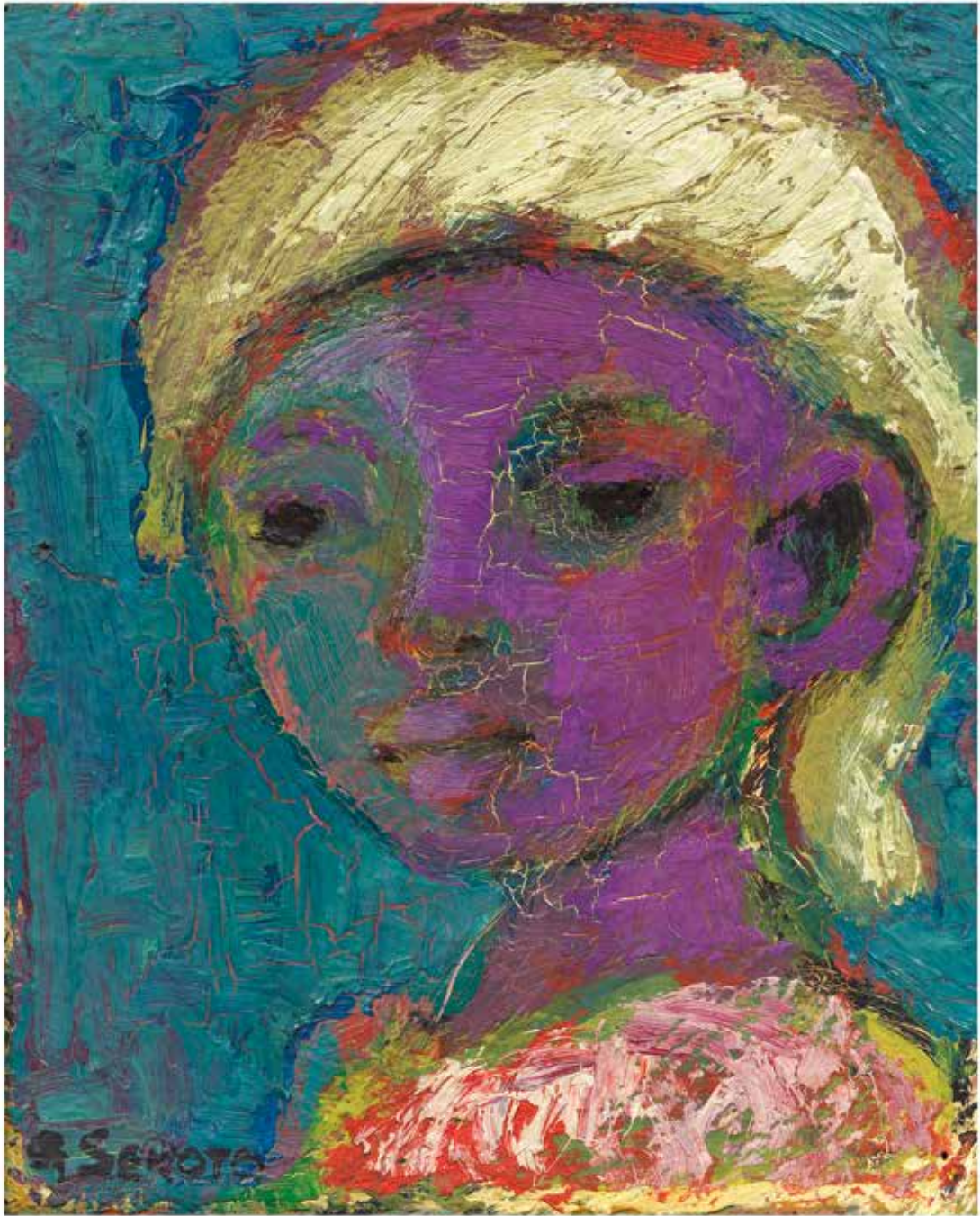
US\$16,000 - 24,000

Provenance

Acquired by the present owner's family, Paris, circa 1953;

By direct descent;

A private collection, Sweden.



49

GERARD SEKOTO (SOUTH AFRICAN, 1913-1993)

Street scene

signed 'G Sekoto' (lower right); inscribed '18' 'N-10' and '5' (verso);

inscribed 'Sekoto' (verso of frame)

oil on panel

21.4 x 26.8cm (8 7/16 x 10 9/16in).

£6,000 - 9,000

€6,900 - 10,000

US\$8,100 - 12,000

Provenance

Acquired in Paris, circa 1970-80s;

By direct descent;

A private collection



50 *

MAGGIE (MARIA MAGDALENA) LAUBSER (SOUTH AFRICAN, 1886-1973)

"A Dawn"

signed 'MLaubser' (lower right), inscribed 'A Dawn' (verso)

oil on board

51 x 41cm (20 1/16 x 16 1/8in).

£15,000 - 20,000

€17,000 - 23,000

US\$20,000 - 27,000

Provenance

Mr M Shain, Johannesburg, acquired from sale circa 1974;

Mr F M Barnett, Johannesburg,

A private collection.

Literature

Mariais, D., *Maggie Laubser, her paintings, drawings and graphics*, (Johannesburg and Cape Town: Perskor, 1994) CAT. NO. 1527, p. 350. (illustrated).



51 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Still Life with Calla Lilies and Fruit

signed and dated 'Irma Stern 1933' (lower left)

oil on canvas

91.5 x 80.5cm (36 x 31 11/16in).

£200,000 - 300,000

€230,000 - 340,000

US\$270,000 - 400,000

Provenance

A private collection.

Exhibited

Cape Town, Newlands House, (February 1934), (likely exhibited).





Irma Stern's 'Arum Lilies', that is sometimes described as 'Still Life with Calla Lilies and a Bowl of Fruit', is dated in the lower left corner 1933. Since the flowering season of arum lilies in South Africa is Spring, one can probably date the work between July and September of that year: this would not be inconsistent with either the Spring-like flowers that are arranged with the lilies in the shiny metallic vase or the citrus fruit in the basket and loose on the table in the foreground. The season is significant because it would seem to place the painting after Stern's exhibitions in April and May 1933 in Pretoria and Johannesburg, which are well-documented. In fact, the painting is most likely identical with 'Arum Lilies' that was listed as No. 63 in Stern's exhibition at Newlands House in Cape Town in February 1934. A photograph in *The Cape Argus* of February 24 1934 shows the artist Edward Roworth in conversation in front of this painting at that exhibition.

In 1933, Irma Stern's major pictorial concerns were with colour. In an interview that year, Stern reviewed her development since around 1930:

My main interest up to then had been centred entirely on Africa and its native life. But now a growing interest in colour theory, even to the exclusion of subject-matter, overtook me to such a degree that for two or three years all my work consisted in studying and building up a new palette.

The year 1931 brought me for a few months to Madeira where I was able to harvest the benefits of my recent studies.

Most of Stern's work on Madeira was of Expressionist figure subjects such as *Two Harlots*, *The Blind Beggar*, etc. But, reverting to less dramatic subject-matter on her return to Cape Town, Stern clearly found Still Life a suitable vehicle for more subtle experiments in colour. Stern's Still Lifes of the early 1930s show the artist experimenting with new ways of modelling the surface of three-dimensional objects, of using colour to create luminosity through illusionist space, and unifying pictorial structures in terms of colour. Her acknowledged mentor in this chapter of her life was Cezanne.

Modern viewers are somewhat de-sensitised to this aspect of Stern's art. But, for contemporary viewers, this was a feature of Modernism every bit as challenging as her earlier Expressionist subject-matter. A review of 1931, for example, wrote that:

Miss Stern paints, to judge from her work, in a white heat of imagination. She has the holy rage to create, that Van Gogh had, when fired by an inspiring subject.

Something of this "white heat" is apparent in 'Arum Lilies' in the primary yellow and blue colours that dominate the composition; in the yellow background that varies between, tellingly, bright white highlights



and murky shadows that repeat the tonal range of the lemons in the foreground; and in the brilliant sheen on the metal vase that includes colours that have no other place in the composition. Moreover, the paint application through broken brushstrokes and swipes of the palette-knife – and the bare canvas that suggests the texture of the woven basket – that are apparent on close inspection throughout the painting, tends to confirm the artist's "holy rage" in creating it. It may seem strange today to consider the execution of 'Arum Lilies' to be in any way radical. But a review of Stern's Johannesburg exhibition in 1933 under the titles of 'Agonies in Oils' and 'Irma Stern's Chamber of Horrors' had condemned the assertive Modernism of her work and exhibitions of this time did not sell well. Reviews of the Newlands House exhibition noted the hostile critical climate and promised that the "present exhibition of Irma Stern's work will be accompanied by rather fewer alarms and excursions than usual". Moreover, Melvin Simmers, a fellow artist and sensitive critic, wrote of the exhibition in *The Cape Argus* on February 19 1934:

There is nothing obtrusive about the pictures in this exhibition. They do not shout at you and compel your attention. Rather, their eloquent silence waits for your appreciation, and then holds it. It is though the subject of the picture would unconsciously confide to you the story which is behind the paint expression...

To Irma Stern, colour is the essential essence in her effect. She uses it, as she says, comparing it to a chord in music, with the necessary harmony both as control and release.

A note on an exhibition list records that 'Arum Lilies' was bought by a "Mrs Kemp". This was undoubtedly Mrs J.C.G. Kemp who was recorded in the *Cape Times* of February 17 as having been at the opening with her daughter. The purchase is confirmed, albeit without the painting being named, in Irma Stern's Cashbook on February 13 when Mrs General J.C.G. Kemp began the first of many instalments for the work. The identity of the purchaser is not without interest because General Jan Christoffel Greyling Kemp (1872-1946) had been a Boer hero in the South African War and was, since 1924, the National Party Minister of Agriculture in the Union Government.

We are grateful to Professor Michael Godby for his completion of the above footnote.

Bibliography

Irma Stern's Cashbook, National Library of South Africa, Cape Town, MSC 31.3.
 Irma Stern's Scrapbook (1914-1946), National Library of South Africa, Cape Town, MSC. 31.18.
 Marion Arnold, *Irma Stern: A Feast for the Eye*, (Vlaeberg: Fernwood Press, 1995).
 Michael Godby, *Object Lessons: Still Life Paintings by Irma Stern, 1908-1965*, (Cape Town: Primavera Publishing, 2025).

52 *

IRMA STERN (SOUTH AFRICAN, 1894-1966)

Harbour Scene, Kalk Bay

signed and dated 'Irma Stern/ 1956' (lower right); inscribed '80' (verso)

oil on board

49.7 x 62.5cm (19 9/16 x 24 5/8in).

£40,000 - 60,000

€46,000 - 69,000

US\$54,000 - 81,000

Provenance

A private collection.

Literature

Marion Arnold, *A Feast For The Eye: Irma Stern*, (South Africa: Fernwood Press, 1995), p.57. (illustrated).

Her later paintings occasionally took on a decorative quality, with an organic linearity that enlivened the surfaces rather than the volumetric, crystalline structures of her earlier work. Her brushwork, enhanced by her use of the palette knife, became softer and more rapid in application, her spaces more shallow, her surfaces even more active. The compressed space and the aggressive application of paint reflect her continuing interest in the formal aspects of both Postimpressionism and Expressionism, as in Harbor Scene, Kalk Bay (1956). The rhythmic repetition of masts, the heavy black outline of the colorful fishing boats, and the ukiyo-e-inspired space in her rendering of this idyllic Cape Town bay are reminiscent of Van Gogh's many harbour scenes.

Bibliography

Marilyn Wyman, 'Irma Stern: Envisioning the "Exotic"', *Woman's Art Journal*, Vol. 20, No. 2 (Autumn, 1999 - Winter, 2000), pp. 18-23+35 (7 pages)



53

ARABA OPOKU (GHANAIAN, BORN 1998)

Allamamba Street

signed and dated 'Araba Opoku 2021' (lower right); signed

dated and titled 'Allamamba Street/ 2021/ Opoku' (verso)

acrylic on canvas

160 x 140cm (63 x 55 1/8in).

(unframed)

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

Provenance

A private collection.

Exhibited

London, Phillips x Artemartis, *Bird of a Feather*, February 2022.





54

ABLADE GLOVER (GHANAIAN, BORN 1934)

Forest landscape

signed and dated 'Glo/83' (lower left); inscribed 'B' (verso)

oil on canvas

100.5 x 75cm (39 9/16 x 29 1/2in).

£5,000 - 8,000

€5,700 - 9,200

US\$6,700 - 11,000

Provenance

Acquired directly from the artist;

A private collection.



55

ABLADE GLOVER (GHANAIAN, BORN 1934)

Accra roofs

signed and dated 'Glo/ 11' (lower right)

oil on canvas

75 x 76cm (29 1/2 x 29 15/16in).

£6,000 - 9,000

€6,900 - 10,000

US\$8,100 - 12,000

56 *

TWINS SEVEN-SEVEN (NIGERIAN, 1944-2011)

The Music Maker of the Forest

signed and dated 'Twins Seven Sevens Dec 84' (lower right); further
signed, titled, dated and inscribed 'The Music Maker of the Forest/ PEN
& INK/ Twins Seven Sevens 1984' (lower margin)

pen, ink and watercolour on layered board

91.2 x 61cm (35 7/8 x 24in).

(unframed)

£2,000 - 3,000

€2,300 - 3,400

US\$2,700 - 4,000

Provenance

Acquired directly from the artist by the present owner's family in Lagos,
Nigeria, circa 1984;

A private collection, Nigeria;

Thence by direct descent to the present owner in 2020;

A private collection.



57

WOSENE WORKE KOSROF (ETHIOPIAN/AMERICAN, BORN 1950)

Wax & Gold No.2

signed and dated 'WOSENE 94' (lower right); signed, dated and titled (verso),

inscribed '#2' (verso of panel)

mixed media on panel

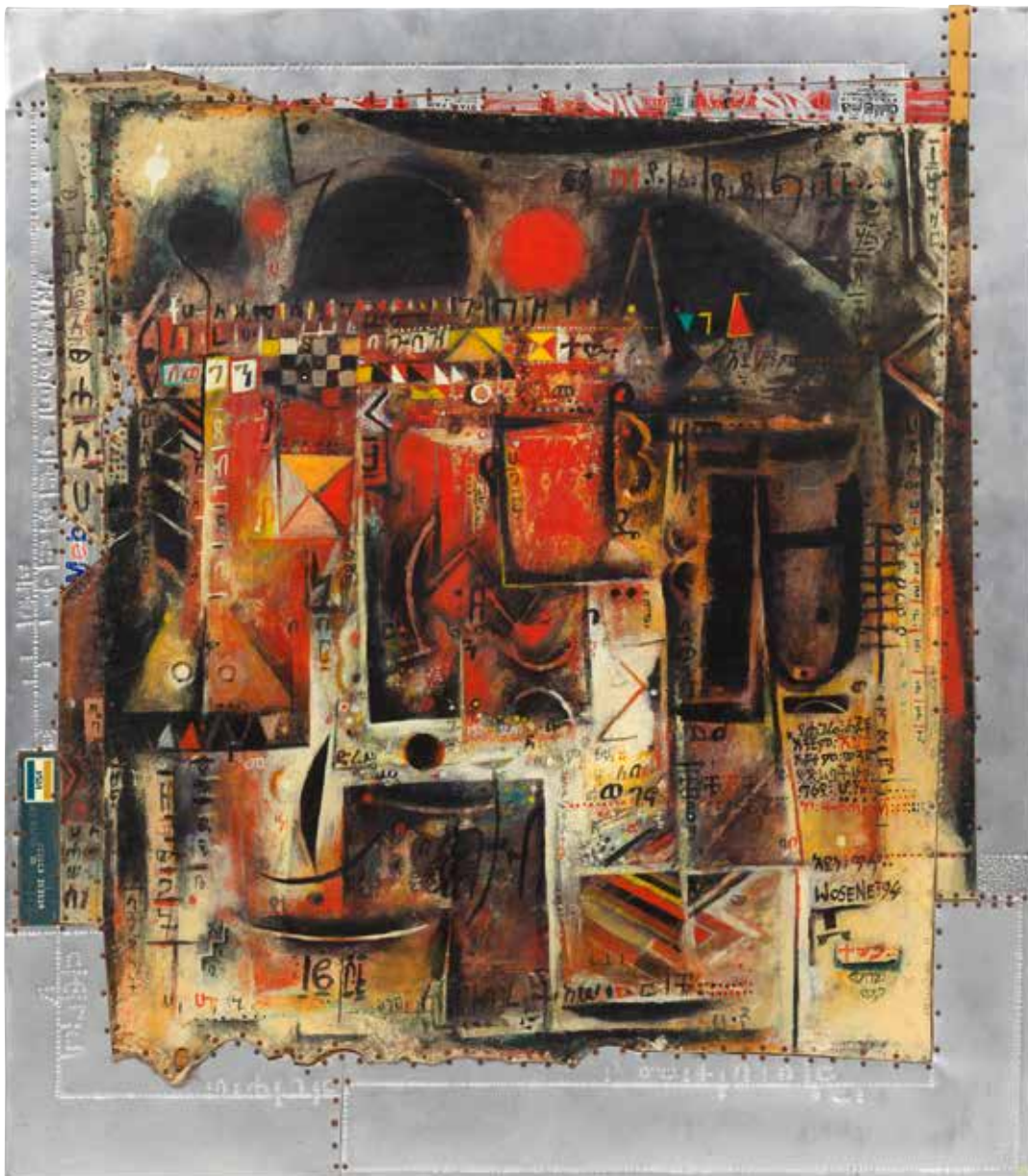
58 x 51cm (22 13/16 x 20 1/16in).

(unframed)

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700



58

WOSENE WORKE KOSROF (ETHIOPIAN/AMERICAN, BORN 1950)

Beauty of your own IV

signed and dated 'WOSENE 20/11/ (lower right); 'BEAUTY OF YOUR
OWN IV/ ACRYLIC/LINEN/ 42" X 42"/ WOSENE 20/11 'Wosene' in
Amharic/ copyright 211.26' (verso)

acrylic on canvas

107.7 x 107.7cm (42 3/8 x 42 3/8in).

(unframed)

£6,000 - 9,000

€6,900 - 10,000

US\$8,100 - 12,000

Provenance

Addis Fine Art, Addis Ababa;

A private Collection, London;

Sotheby's London, 16 May 2017, lot 52;

A private collection.





59

ABLADE GLOVER (GHANAIAN, BORN 1934)

Lorry Station 2

signed and dated 'Glo 07' (lower right); inscribed 'G257' (verso)

oil on canvas

122.5 x 152cm (48 1/4 x 59 13/16in).

(unframed)

£7,000 - 10,000

€8,000 - 11,000

US\$9,400 - 13,000

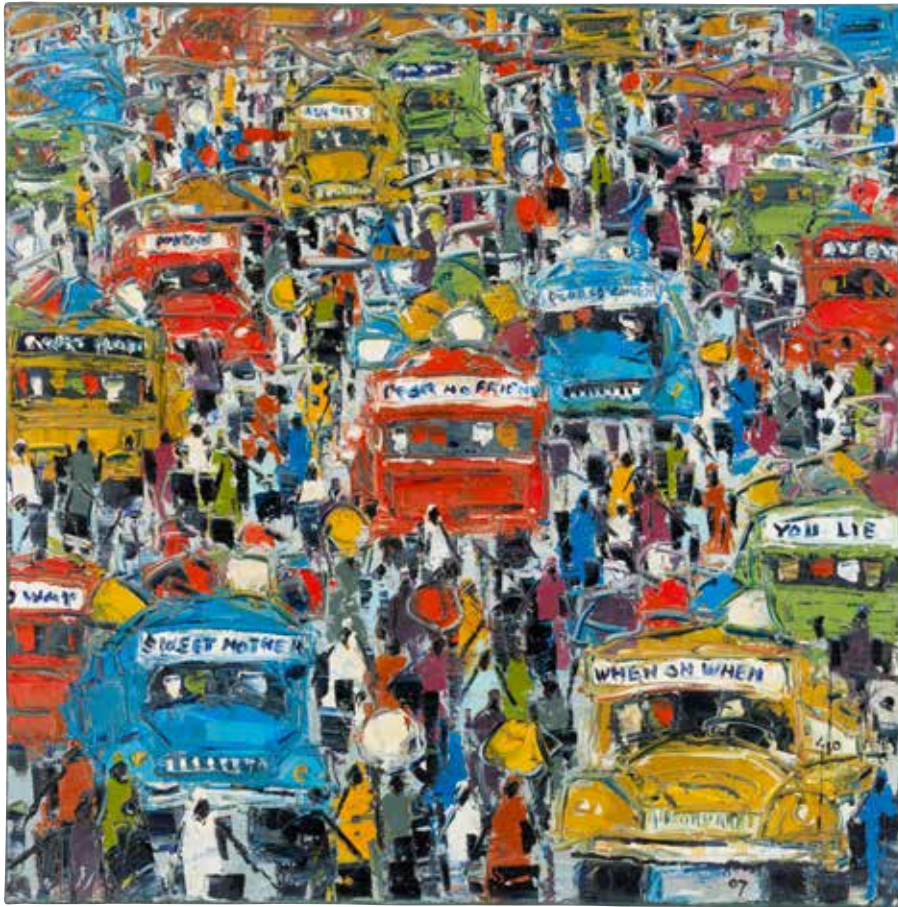
Professor Ablade Glover was trained in Ghana, Britain and United States. He has accumulated numerous distinctions which demonstrate his importance as an artist and enthusiastic educator on the national and international art scene. It is generally contested that contemporary Ghanaian art developed in response to the introduction of Western concepts at the start of the nineteenth century. As this genre of art has developed, an aesthetic acculturation of complex African representations and inspirations fused with western modes of artistic

expression, has emerged. Professor Ablade Glover follows the first generation of Ghanaian artists, post-independence, who explored African urban subjects in a more realistic vein, linking the state of Ghana to a mythological past of African tradition.

Market places, lorry parks, shanty towns and other urban spaces, crowded with ordinary people are regular themes explored by Glover. His artworks demonstrate the natural connection of the traditional African and modern Western styles. Glover's use of colour and the textural qualities in his works, call to mind the brightly-coloured and textured Ghanaian fabrics and textiles. The paint is applied boldly as thick impasto, worked by deft strokes of the palette knife into a type of thick carpet of glowing light and shade.

Bibliography

J.Castellote, *Contemporary Nigerian Art in Lagos Private Collections*, (Ibadan, 2012), pp.14 & 89



60

ABLADE GLOVER (GHANAIAN, BORN 1934)

Trotro Station

signed and dated 'Glo/ 07' (lower right); inscribed
 "'TROTRO STATION"/ 40 X 40/ Gl03' (verso)

oil on canvas

102.5 x 102cm (40 3/8 x 40 3/16in).

(unframed)

£6,000 - 9,000

€6,900 - 10,000

US\$8,100 - 12,000

61

MURAINA OYELAMI (NIGERIAN, BORN 1940)

Before Puberty

signed 'Muraina Oyelami' (twice to the lower centre and lower right)

oil on canvas

76 x 121.5cm (29 15/16 x 47 13/16in).

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700



TWINS SEVEN-SEVEN (NIGERIAN, 1944-2011)

The Magician and a Musician (1979)

signed and dated 'TWINS/SEVEN/SEVEN/OSHOGBO/1979' (lower centre)

ink, watercolour, and gouache on canvas

182 x 68cm (71 5/8 x 26 3/4in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

Prince Twins Seven-Seven was born in Ijara, northern Nigeria, to the royal family of Osuntoki in 1944. He changed his birthname, Olaniyi Osuntoki, to signify his status as the sole survivor of his parents' seven sets of twins. He believed he was an 'abiku', a 'child born to die'. In Yoruba culture, abiku are thought to possess special gifts as a result of their connection to the spirit world.

Prince's work frequently draws on mythological tales he heard as a child. His desire to revitalize Yoruba culture has led art historian, Henry Glassie, to refer to him as "the great modernist of the Yoruba tradition." Speaking of mythology in his own work, Prince Twins Seven-Seven said:

"When I started painting, I tried to bring out everything that is in my mind, and focus on the mythological thinking of my people...I used to hear voices. I would sing songs, but I don't know where they come from."

Animals in Yoruba culture often possess a symbolic meaning; spirits are traditionally characterized by a combination of bestial and humanoid features. The aesthetic is one of "distortion, dislocation and multiplicity".

Prince Twins Seven-Seven shot to international fame in 2005 when the President of Nigeria, Olusegun Obasanjo, appointed him one of UNESCO's Artists for Peace.

Bibliography

H. Glassie, *Prince Twins Seven-Seven: His Art, His Life in Nigeria, His Exile in America*, (Indiana, 2010), pp.68-286.



63

TWINS SEVEN-SEVEN (NIGERIAN, 1944-2011)

A Double Face Anti-Bird Ghost with Red Head Snake in the Pigmuse City signed, dated and titled 'A DOBLE (sic) FACE ANTI-BIRD GHOST with RED HEAD SNAKE in the pigmuse city. Illustration from the book of brave African Huntress (sic). Painting by: - Twins 7.7 1966, Oshogbo, Nigeria' (lower left); signed again, situated 'Twins Sevensseven Georgina Art Shool D.O Box 68 Oshogbo' (lower right); inscribed with artist's name, address and title (verso) ink and acrylic on panel

121.5 x 60cm (47 13/16 x 23 5/8in).

£3,000 - 4,000

€3,400 - 4,600

US\$4,000 - 5,400

Provenance

Acquired from Traverse Gallery, Edinburgh, circa late 1960's;

By direct descent;

A private collection.

Exhibited

Edinburgh, Traverse Gallery, 1967.



64 AR

MALANGATANA VALENTE NGWENYA (MOZAMBICAN, 1936-2011)

A Jundive View

signed and dated 'Malangatana/ 2003' twice (upper right and lower right)

watercolour and ink on paper

24.8 x 20.3cm (9 3/4 x 8in).

(unframed)

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

Provenance

Acquired at Tajan, June 2007, lot 150;

A private collection, UK.



65

EPHREM SOLOMON (ETHIOPIAN, BORN 1983)

Silence Series 8

signed, titled, and dated 'Ephrem Solomon Tegegn/ Silent Series/ collage and mixed media/ 8x80 cm/ 2017/ (the artists signature and name in Amharic)' (verso)

woodcut, collage and mixed media

80 x 80cm (31 1/2 x 31 1/2in).

(unframed)

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

Provenance

A private collection, Switzerland.





66

OBIORA UDECHUKWU (NIGERIAN, BORN 1946)

Delicate burden

signed and dated 'O.Udechukwu/ 84' (lower right)

watercolour on paper

35 x 24cm (13 3/4 x 9 7/16in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,700 - 4,000

Exhibited

Lagos, Istituto Italiano di Cultura, *Onye Ndidi*, (May 1985).

Literature

'Onye Ndidi' a series of drawings & watercolours on the theme of Patience, (Istituto Italiano di Cultura Lagos, 1985), page 9. (illustrated)



67

OBIORA UDECHUKWU (NIGERIAN, BORN 1946)

Portrait of a scientist

signed and dated 'O Udechukwu/ 85' (lower right)

watercolour on paper

60 x 44,5cm (23 5/8 x 17 5/16in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100



68 AR

KWESI OWUSU-ANKOMAH (GHANAIAN, 1956-2025)

MICROCRON-NNU No. 5

signed and dated 'OWUSU ANKOMAH 2012' (lower right); signed, titled, and dated 'OWUSU-ANKOMAH/ MICROCRON-NNU No9/ 2012/ ACRYLIC ON CANVAS/ 60 x 50.cm' (verso) (verso)

acrylic on canvas

60 x 50cm (23 5/8 x 19 11/16in).

(unframed)

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100



69 AR

KWESI OWUSU-ANKOMAH (GHANAIAN, 1956-2025)

MICROCRON: Circular Conception

each work is signed 'Owusu-Ankomah' (lower left) and dated '2023' (lower right); each work is signed, titled, dated and numbered (verso)

watercolour and ink on paper

28 x 22cm (11 x 8 11/16in).

(paintings 29-32 have been separated from the binder)

(32 pages)

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

70

FLORINE DEMOSTHENE (AMERICAN, BORN 1971)

A Short Story (Part 4)

signed and dated '2020' (lower right)

collage and glitter on canvas

127 x 102cm (50 x 40 3/16in).

(unframed)

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

Provenance

Acquired from the Mariane Ibrahim Gallery;

A private collection.



71

CHÉRI SAMBA (CONGOLESE DRC, BORN 1956)

Kin Kamundele

signed 'Chéri SAMBA/ KINSHASA/ZAIRE' (lower left); inscribed '85' (verso of stretcher)

acrylic on canvas

85 x 86cm (33 7/16 x 33 7/8in).

(unframed)

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

Provenance

The collection of Mr Jan Hintjens, Belgium;

Gaia Sale, December 2007, Lot 192;

A private collection.

The title Kin-Kamundele can be understood as "Kin, the place of the white people," referring to Kinshasa seen through the presence or influence of European lifestyle. In this work, Chéri Samba captures lively snippets of everyday speech in Kinshasa, mixing Lingala, French, and urban slang to portray the rhythms of daily life. The dialogues about money, work, consumption, and mistrust reflect the economic dynamics and social interactions of the city. References to selling goats, rising prices, and finding new ways to make a living coexist with scenes of leisure, spending, and suspicion. Altogether, the painting offers a vivid, humorous, and sharply observant snapshot of contemporary urban life in Kinshasa.

The translations of the text are as follows:

Two men in the background:

Ozo tika yango na poussière boye.

"You're leaving that in the dust like that?"

Couverture ekoma talo mingi na magasin. Soki okosomba te, kende na yo.

"Blankets have become very expensive in the shop. If you're not going to buy, then go on your way."

Two men in the foreground:

Pona nini bino nyonso bokomi kaka koteka cabri? Misala mosusu ezali te?

"Why have you all started selling goats? Aren't there any other jobs?"

Oyo ezali moyen de vivre ya sika po na biso ba jeunes. Ezalikaka libanga vieux.

"This is a new way of making a living for us young people. It's tough, man."

The scene on the left displaying a boy and a girl drinking:

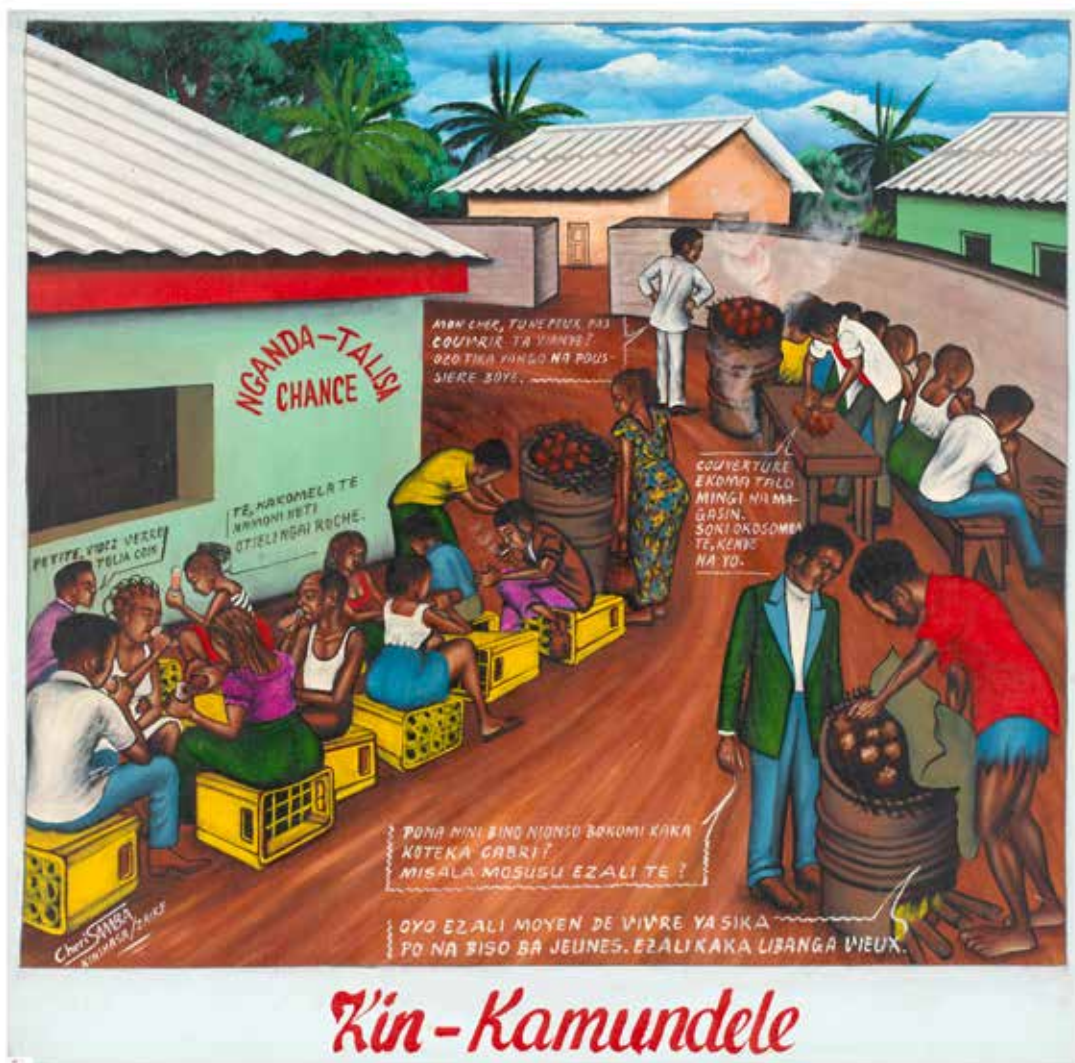
Petite, videz verre tolia coin.

"Girl, finish your drink, we're going to spend some money / enjoy ourselves."

("Come on, finish your drink, we're going to have fun and spend.")

Te, nakomela te namoni neti otielingai roche.

"No, I don't drink. It looks like you put something suspicious in my drink."



72 *

EL HADJI SY (SENEGALESE, BORN 1954)

Gathering seaweed

signed and dated 'EL.SY/ 2009' (lower right)

oil on canvas

72 x 93.5cm (28 3/8 x 36 13/16in).

£5,000 - 8,000

€5,700 - 9,200

US\$6,700 - 11,000



73

MOHAU MODISAKENG (SOUTH AFRICAN, BORN 1986)

Ditaola (Frame XI) (Diatola Series), 2014

edition of 5 + 2AP (AP number 2)

inkjet print on Espson Ultrasmooth

200 x 150cm (78 3/4 x 59 1/16in).

(mounted on aluminium)

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

Provenance

Acquired from Tyburn Gallery, London;

A private collection.



74

JOANA CHOUMALI (IVORIAN, BORN 1974)

Sans titre (Ca va Aller series)

signed, dated, titled and inscribed 'SANS TITRE/ Serie Ca va Aller -/ Pièce

Unique 1/1/ Broderie sur Photographie/ (Mixed Media)/ Joana Choumali/ 2019' (on a textile label on verso)

embroidery on photograph on canvas

image size: 24 x 24cm (9 7/16 x 9 7/16in).

canvas size: 34.5 x 34.5cm (13 3/8 x 13 3/8in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

Provenance

50 Golborne, London;

A private collection.

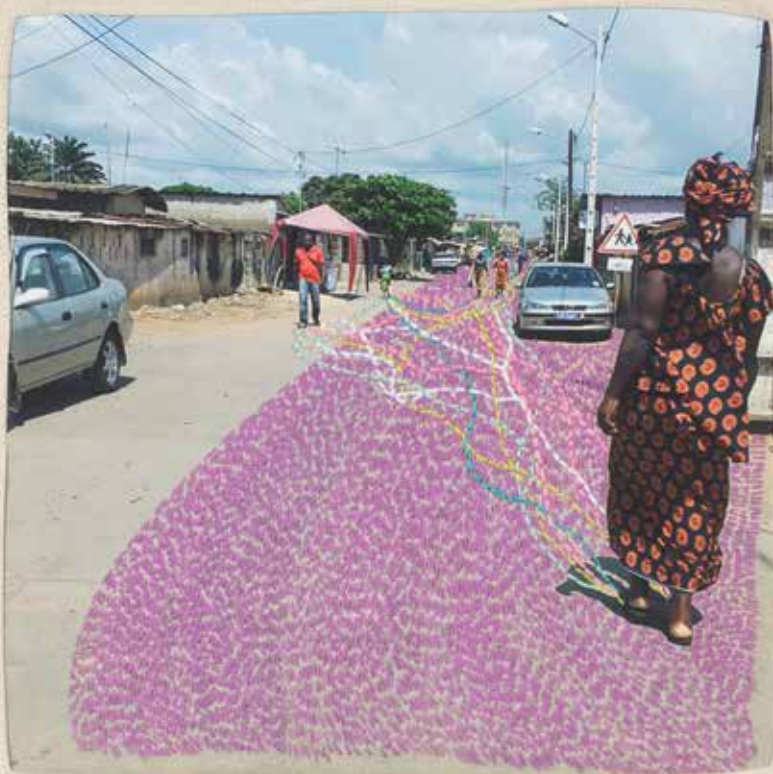
Capturing iPhone photographs and developing them into embroideries, Joana Choumali developed works such as the present lot as part of her series *Ça va Aller* translated to 'It's going to be fine'. This series would win her the Prix Pictet award under the theme of 'Hope' presented by The Victoria and Albert Museum in London in 2019. This work and series was inspired by the Grand-Bassam terrorist attack that happened in 2016 less than an hour from Abidjan. Choumali describes the series in the Royal Photographic Society Journal:

"The images in the series are all shot with my iPhone. I began embroidering the images on printed canvas as a way to cope with my own state of mind. The meditative process has become ingrained in my daily practice as a way to relax and concentrate."

The threads embroidered to this piece connect the figures to each other in a sentiment that Choumali describes "as the sentiments I cannot express verbally, and as a way to witness and acknowledge the trauma of the Grand-Bassam people." The variation of colours and joyful aesthetic that is presented certainly ignites a sense and metaphor of the importance of community and 'Hope' that acknowledged this series.

Bibliography

The Royal Photographic Society (RPS), Vol 160 / No 8, (September/October 2020), pp. 598-605.



75

ELIAS SIME (ETHIOPIAN, BORN 1968)

Tabot, Min Neber / Arc, What Was It, 2006

signed with a seal (upper right); bears a James Cohan gallery label (verso)

cotton threads and fabric on canvas

70 x 84cm (27 9/16 x 33 1/16in).

£25,000 - 30,000

€29,000 - 34,000

US\$34,000 - 40,000

Provenance

A private collection.

Exhibited

New York, James Cohan Viewing Room, *Elias Sime*, (October-November 2024);

Düsseldorf, Kunstpalast Düsseldorf, *Elias Sime: Echo የገደል ማሟላት* (June 2025).

Literature

Elias Sime: Echo የገደል ማሟላት, ed. Felicity Korn, (Düsseldorf: Kunst Palast, 2025), p. 29. (illustrated).

Considered an early work by Elias Sime, *Tabot, Min Neber / Arc, What Was It* reveals the ground work that is ever present in the work we continue to see the artist produce today. Diverse in colour, pattern, and weave, the artist encourages us to slow down and consider the finer details of the work from each stitch to the incorporation and interruption of materials and patterns such as the flattened bottle top stitched to the cotton. Completed by hand, the present work is a demonstration of our human ability to create beauty in the unexpected through simple material, yet complex compositions. Sime renders traditional Ethiopian weaving practices into a contemporary, stylistic, and conceptual underpinnings of the artists later *Tightrope* series.

So splendid is this example of Sime's work, that it has been included in two exhibitions dedicated to the artist. One in New York at James Cohan Gallery, and the other in the artists recent major exhibition at the Kunstpalast in Dusseldorf. Sime has held many solo exhibitions and has been included in many biennales including the Yokohama Triennale 2020, the Thailand Biennale 2021, and the Venice Biennale 2022. With three scheduled solo exhibitions this year in Saudi Arabia, Japan, and Utah, the growth of Sime's success is showing no signs of slowing.



76 AR

FRANCISCO VIDAL (PORTUGUESE, BORN 1978)

"Utopia Luanda" (Purple)

signed, titled, and dated 'FRANCISCO VIDAL/ Utopia Luanda Purple/
SETEMB 2016' (verso)

acrylic on canvas

149 x 149,5cm (58 11/16 x 58 11/16in).

(unframed)

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

Provenance

Acquired directly from the artist;

A private Collection;

Bonhams London, October 2017, lot 101;

A private collection.

Francisco Vidal's practice highlights ideas around language, international mobility, and political structures. His work is recognised for its large scale, drawing bold lines reminiscent of calligraphy in vivid colours and chromatic schemes displaying his own developed and coded language. Termed by the artist as *Utopia Luanda* from his 'Utopia Luanda Machine' concept, Vidal explores his cross cultural heritage given his birth in Portugal, yet identifying via his maternal routes as Angolan. Through this blend of identities, he communicates the utopian idealistic landscape so central to the Luanda capital of Angola.

Vidal first presented the "Utopia Luanda Machine" concept at the Venice Biennale in 2015, a year before the present works completion, where he represented Angola. Vidal also exhibited at the Expo Milano in 2015. His work is held in several renowned public and private collections including the PLMJ Foundation, the EDP Foundation Collection, and the Scheryn Collection. In 2019 he presented his first solo exhibition at Tyburn Gallery, London.



77

COLLINS OBIJIAKU (NIGERIAN, BORN 1995)

Untitled, 2022

oil and charcoal on paper

99.5 x 69cm (39 x 27 3/16in).

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700



MAUD FRANCES EYSTON SUMNER
(SOUTH AFRICAN, 1902-1985)

Winter in Paris

signed 'Sumner' (lower left)

oil on canvas

53 x 64cm (20 7/8 x 25 3/16in).

£8,000 - 12,000

€9,200 - 14,000

US\$11,000 - 16,000

Provenance

A private collection.

Beginning her Oxford education in 1922, and later at the Westminster School of Art and Académie de la Grande Chaumière in Paris, Maud Sumner spent most of her career in Europe. It was here that her creativity was formatively moulded, influenced by artists such as Edouard Vuillard (1868-1940) and Pierre Bonnard (1867-1947). Continuing to work in naturalist painting throughout the 1930s until the 1940s, Sumner was then exposed to the Rayonist movement, encouraging her own experiments with fragmentation and abstraction after the Second World War.

The present work is indicative of the paintings she was producing in the early 1930s. *Winter in Paris* encapsulates her preference for closely cropped domestic interiors with a bright palette. As an ever-present element of this era of work, despite the winter exterior, a vase of flowers sits on the desk in a palette that intertwines the sitter with the scene. The intimacy of the scene paired with the intimacy of the composition suggests a close relationship between the artist and the sitter.

Differing from many of Sumner's interior paintings, the present work also incorporates a view of an exterior scene through the two windows that dominate the picture. Exterior and interior scenes were regularly separate subject matters for the artist. Moreover, snow scenes, such as is present in *Winter in Paris*, were completed more regularly in watercolours such as *Snow, Wappenbury* (1939) and *Snow, Eathorpe* (1931). This rare fusion of the interior and exterior is a splendid demonstration of Sumner's ability to convey light and perspective. Sumner's holidays, and Christmases in particular, were spent at Eathorpe Park in Warwickshire, where her father had been married and her grandmother and aunts still lived, which was very much her second home until it was sold in the 1950s. Other 1930s studies of Eathorpe under snow can be found in the collections of Iziko South African National Gallery in Cape Town, the Johannesburg Art Gallery, the Ashmolean Museum, Oxford, and the Municipal Art Gallery in The Hague.

"This period of nearly a decade, from 1931 to the autumn of 1939, is a most important one in Maud Sumner's development and progress as a painter. It was a period, firstly, of consolidation: a crowded and exciting lustrum had passed since she settled in Paris, and the schools she had attended had done their work. She had now found her direction, and her affinity for Cézanne, for Vuillard and for Bonnard had given a firm base to her painting in oils. It was also the period of her most confident progress as an oil painter; and finally, during those years she reached the highest achievement of what might be called, conveniently as well as accurately, the first phrase of her development as a painter." (C. Eglinton, p.14)

Bibliography

C. Eglinton, *Maud Sumner*, (Cape Town, 1967).

F. Hamsen, *Maud Sumner: Painter and Poet*, (Pretoria, 1992).



79

**MAUD FRANCES EYSTON SUMNER
(SOUTH AFRICAN, 1902-1985)**

Still life

signed 'SUMNER' (lower right)

oil on canvas

58.5 x 71.5cm (23 1/16 x 28 1/8in).

£5,000 - 8,000

€5,700 - 9,200

US\$6,700 - 11,000



80

JACOB HENDRIK PIERNEEF (SOUTH AFRICAN, 1886-1957)

Clouds over a mountain

signed 'Pierneef' (lower left); bears a Central Art Gallery label and is

inscribed '5 W' (verso)

oil on canvas

16 x 19cm (6 5/16 x 7 1/2in).

£7,000 - 10,000

€8,000 - 11,000

US\$9,400 - 13,000

Like his pencil and watercolour sketches of trees, the artist made countless studies of clouds.

"His mystic towers and castles in the air above the Transvaal landscape are almost legends in themselves, they have become symbolic. They hover over the veld like mountains and bring a dramatic tension to static scenes. At times these heavy cloud masses are highly stylised or they form a stylistic unity with the landscape. On other occasions they acquire almost anthropomorphic traits." (Nel, 1990, p.149)

Bibliography

P.G. Nel, *J.H. Pierneef: His life and work*, (Cape Town, 1990).



ANTON VAN WOUW (SOUTH AFRICAN, 1862-1945)

The Hammer Worker

signed and dated 'A van Wouw/ 1911 Joh-burg' (lower right) and inscribed "Foundry-G. Massa. Rome." (verso)

bronze

60.5 x 66 x 24cm (23 13/16 x 26 x 9 7/6in).

£30,000 - 50,000

€34,000 - 57,000

US\$40,000 - 67,000

Provenance

The collection of Herbert Latilla of Johannesburg;
By descent to the current owner.

Exhibited

South Africa, *Rembrandt van Rijn Foundation touring exhibition, Pierneef Van Wouw; paintings and sculptures by two South African Masters, 1980-81*, no. 52. (similar cast).

Literature

A. E. Duffey, *Anton Van Wouw, The Smaller Works*, (Pretoria: Protea Book House, 2008), p. 89-92 . (illustrated), (similar cast).
Pierneef, Van Wouw, Paintings and sculptures by two South African Masters, (Rembrandt van Rijn Art Foundation, 1980), no. 52, (similar cast).

Herbert George Latilla (1877-1949) was secretary to the famous Rand Lord Sir Abe Bailey and then became a notable figure in African mining in his own right. He was chairman and director of many African mining companies and his obituary in the *Cape Times* described him as the "King of the West African Market".

The Hammer Worker is one of Anton van Wouw's most sought after subjects. The work exists in two formats - a large cast (60cm high), of which the present lot is an excellent example, and a more diminutive version (13cm high). It has been suggested that the smaller cast was created due to the wide demand; an attempt by the artist to satisfy collectors who were unable to pay the premium for the full size bronze.

On close inspection, it is not difficult to see why the sculpture has aroused so much admiration over the years. It is a poignant tribute to the work ethic of the Africans working in the mines - a physical labour beset with dangers during this period. The man sits alone, hunched over in the cramped space, hammering away at the hard surface. One can also draw parallels between the miner's craft and that of the artist; both have the power to transform base materials into desirable objects through their work.

Bibliography

A.E. Duffey, *Anton van Wouw: The Smaller Works*, (Pretoria, 2008), p. 89.



82

JOHN MEYER (SOUTH AFRICAN, BORN 1942)

Fields of Promise

signed 'J Meyer' (lower left); inscribed 'Fields of Promise' (verso)

acrylic and sand on canvas

115 x 155cm (45 1/4 x 61in).

£25,000 - 35,000

€29,000 - 40,000

US\$34,000 - 47,000

Fields of Promise depicts the Compassberg, the highest peak in the mountainous region of the Karoo. The painting captures the stark beauty of South Africa's vast arid plains. The farm located in the foothills is entirely dwarfed by the surrounding landscape, its inhabitants face these solitary and harsh conditions with quiet stoicism.

John Meyer encapsulates and communicates the South African scenery like no other and his landscape paintings are rendered with a painstaking skill and technique that ensure a superb fidelity to this sun-scorched land.

Born in Bloemfontein in 1942, Meyer became a professional painter in 1972. His work can be found in private and public collections around the world. John Meyer is also a successful portraitist, receiving commissions to capture the likenesses of individuals such as the Nobel Peace Prize winners Nelson Mandela and F.W de Klerk.



83

MAUD FRANCES EYSTON SUMNER (SOUTH AFRICAN, 1902-1985)

Oasis

signed 'SUMNER' (lower right)

oil on canvas

33.5 x 56cm (13 3/16 x 22 1/16in).

(unframed)

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100

Provenance

Acquired directly from the artist;

A private collection.



84

RUTH PROWSE (SOUTH AFRICAN, 1883-1967)

A Village Store, Namaqualand
signed 'R' (lower right); bears plaque inscribed 'A Village Store
Namaqualand/ Ruth Prowse' (frame);
oil on canvas
42.5 x 50cm (16 3/4 x 19 11/16in).

£2,000 - 3,000

€2,300 - 3,400

US\$2,700 - 4,000

Ruth Prowse visited this region of South Africa and Namibia in 1933
which would suggest the date of this work's completion.





85 *

WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

In the clearing

signed 'Battiss' (lower right); inscribed 'In the clearing' and '207' (verso)

oil on canvas

24.7 x 24.7cm (9 3/4 x 9 3/4in).

£4,000 - 6,000

€4,600 - 6,900

US\$5,400 - 8,100



86

WALTER WHALL BATTISS (SOUTH AFRICAN, 1906-1982)

Untitled

signed 'Battiss' (lower left)

oil and gouache on board

23.5 x 28.5cm (9 1/4 x 11 1/4in).

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

87

MALANGATANA VALENTE NGWENYA (MOZAMBICAN, 1936-2011)

Untitled, 1984

signed and dated 'Malagatana 1984' (upper right)

ink on paper

33 x 24cm (13 x 9 7/16in).

£3,000 - 5,000

€3,400 - 5,700

US\$4,000 - 6,700

Provenance

Acquired directly from the artist;

A private collection, Canada.



NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics. IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams*’ job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller*’s behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with you as the *Buyer*. The terms of that contract are set out in our *Buyer’s Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*, and this will govern *Bonhams*’ relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams*’ opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*’ opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

Condition Reports

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot*’s general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams*’ reasonable opinion as to the *Lot*’s general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

The Seller’s responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams’ responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller*’s agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams*’ behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*’ behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams*’ discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots for Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer*’s hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams*’ reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer*’s. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer*’s bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the *Bonhams* App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the *Sale*, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a *Contract for Sale* of the Lot will be entered into between the Seller and the Buyer on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this Sale.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the Buyer in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

For this Sale the following rates of *Buyer's Premium* will be payable by Buyers on each Lot purchased:

28% of the *Hammer Price* on the first £40,000; plus
27% of the *Hammer Price* from £40,001 and up to £800,000; plus
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

A 3rd party bidding platform fee of 4% of the *Hammer Price* for Buyers using the following bidding platforms will be added to the invoices of successful Buyers – Invaluable; Live Auctioneers; The Saleroom; Lot-tissimo.

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the Lot, where indicated by a symbol beside the Lot number. See paragraph 8 below for details.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a *Hammer Price* of £1,000 or greater, the *Additional Premium* will be payable to us by the Buyer to cover our Expenses relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed £12,500.

<i>Hammer Price</i>	Percentage amount
From £0 to £50,000	4%
From £50,000.01 to £200,000	3%
From £200,000.01 to £350,000	1%
From £350,000.01 to £500,000	0.5%
Exceeding £500,000	0.25%

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α *Buyers* from within the UK: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). *Buyers* from outside the UK: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-UK address, decides that the item is not to be exported from the UK, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and Expenses to us) in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the eighth working day after the Sale. Payments made by anyone other than the registered Buyer will not be accepted. Bonhams reserves the right to vary the terms of payment at any time. Bonhams' preferred payment method is by bank transfer. You may electronically transfer funds to our Account. If you do so, please quote your paddle number and invoice number as the reference. Our Account details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 49Y
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams' reputation.

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

From 28 June 2025, the import into the EU of non-EU origin property of a certain age (and in some categories above a certain value) into the EU is subject to additional requirements. Under the relevant EU Regulation, it is the Buyer's sole responsibility to assess whether any Lot meets the criteria for import into the EU. The refusal of any required Importer Licence or Importer Statement, or any delay in obtaining such Licence or Statement shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at:

<https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species#how-to-apply> or may be requested from: Enquiries: wildlife.licensing@apha.gov.uk

Applications: CITESapplication@apha.gov.uk

Address: UK CITES Management Authority
Centre for International Trade

Horizon House, Deanery Road, Bristol BS1 5AH

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the *Contract for Sale*, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the *Buyer's Agreement*. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to VAT on the *Buyer's Premium*.

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and for use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the - of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed. *Lots* marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence. *Lots* marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held. Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine.

Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

- CB – Château bottled
- DB – Domaine bottled
- EstB – Estate bottled
- BB – Bordeaux bottled
- BE – Belgian bottled
- FB – French bottled
- GB – German bottled
- OB – Oporto bottled
- UK – United Kingdom bottled
- owc – original wooden case
- iwc – individual wooden case
- oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- | | |
|----|---|
| Y | This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale. |
| TP | Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location. |
| W | Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location. |

- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artist's Resale Right Regulations 2006, as amended. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- ⊕ This lot contains elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, *, G, Ω, α see clause 8, V47, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

BUYERS SALE CONTRACT WITH SELLER

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the Seller's liability in respect of the quality of the Lot, it's fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.

1 THE CONTRACT

- 1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S WARRANTIES AND UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

- 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* or on the *Bonhams* website, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.
- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay in full any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (i) *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyer's Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
- 7.4 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove

the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source

- of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
- 10 MISCELLANEOUS**
- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.
- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams, Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
- 11 GOVERNING LAW**
- All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue for the Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the

Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in *italics*. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue for the Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller* and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description of the Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT AND BUYER WARRANTIES

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the *Lot* is marked [A], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further
- 3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or

enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority.

- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through *Bonhams* are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.
- 4 COLLECTION OF THE LOT**
- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us; in cleared funds, everything due to the *Seller* and to us, and once we have completed our investigations under paragraph 3.11, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.
- 5 STORING THE LOT**
- We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the *Sale* Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 3, 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment

6 RESPONSIBILITY FOR THE LOT

6.2 Please note however, that under the *Contract for Sale*, the **risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot** if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.2 to retain possession of the *Lot*;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for Sale) until all sums due to us have been paid in full;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid

from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price of the Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price of each Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Seller within 28 days of receipt by us of all such sums paid to us.

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without

- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue*

reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description of the Lot* or any *Entry or Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:
10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business*, *Business profits*, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act,

10.4 You may wish to protect yourself against loss by obtaining insurance. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

Where the *Lot* is made up wholly of a *Book* or *Books*, and any *Book* does not contain text or illustrations (in either case referred to as a “non-conforming *Lot*”), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

- the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and
- you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and
- within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*, but not if: the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the *Lot* was listed in the *Catalogue* under “collections” or “collections and various” or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non- conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity

- will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended, which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 pounds.

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our Website.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract for Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus VAT if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and VAT on the *Hammer Price* (where applicable), the *Buyer's Premium* and VAT on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any VAT chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artist's Resale Right Regulations 2006, as amended.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)
Please circle your bidding method above.

Paddle number (for office use only)

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful

I will collect the purchases myself ☐
Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title: Modern & Contemporary African Art		Sale date: 19 March 2026	
Sale no. 31670		Sale venue: New Bond Street, London	
If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.			
General Bid Increments:			
£10 - 200by 10s		£10,000 - 20,000by 1,000s	
£200 - 500by 20 / 50 / 80s		£20,000 - 50,000by 2,000 / 5,000 / 8,000s	
£500 - 1,000by 50s		£50,000 - 100,000by 5,000s	
£1,000 - 2,000by 100s		£100,000 - 200,000by 10,000s	
£2,000 - 5,000by 200 / 500 / 800s		above £200,000at the auctioneer's discretion	
£5,000 - 10,000by 500s			
The auctioneer has discretion to split any bid at any time.			
Customer Number		Title	
First Name		Last Name	
Company name (if applicable)			
Company Registration number (if applicable)			
Address			
		City	
Post / Zip code		County / State	
Telephone (mobile)		Country	
Telephone (landline)			
E-mail (in capitals)			
Please answer all questions below			
1. ID supplied: Government issued ID ☐ and (if the ID does not confirm your address) ☐ current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners			
2. Are you representing the Bidder? ☐ If yes, please complete question 3.			
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID ☐ and (if the ID does not confirm their address) ☐ current utility bill/bank statement			
Are you acting in a business capacity? Yes ☐ No ☐		If registered for VAT in the EU please enter your registration here: / - -	

Please note that all telephone calls may be recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond ☐	Please include delivery charges (minimum charge of £20 + VAT) ☐

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

Please email or post the completed Auction Registration form and requested information to:
Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447, bids@bonhams.com
Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.

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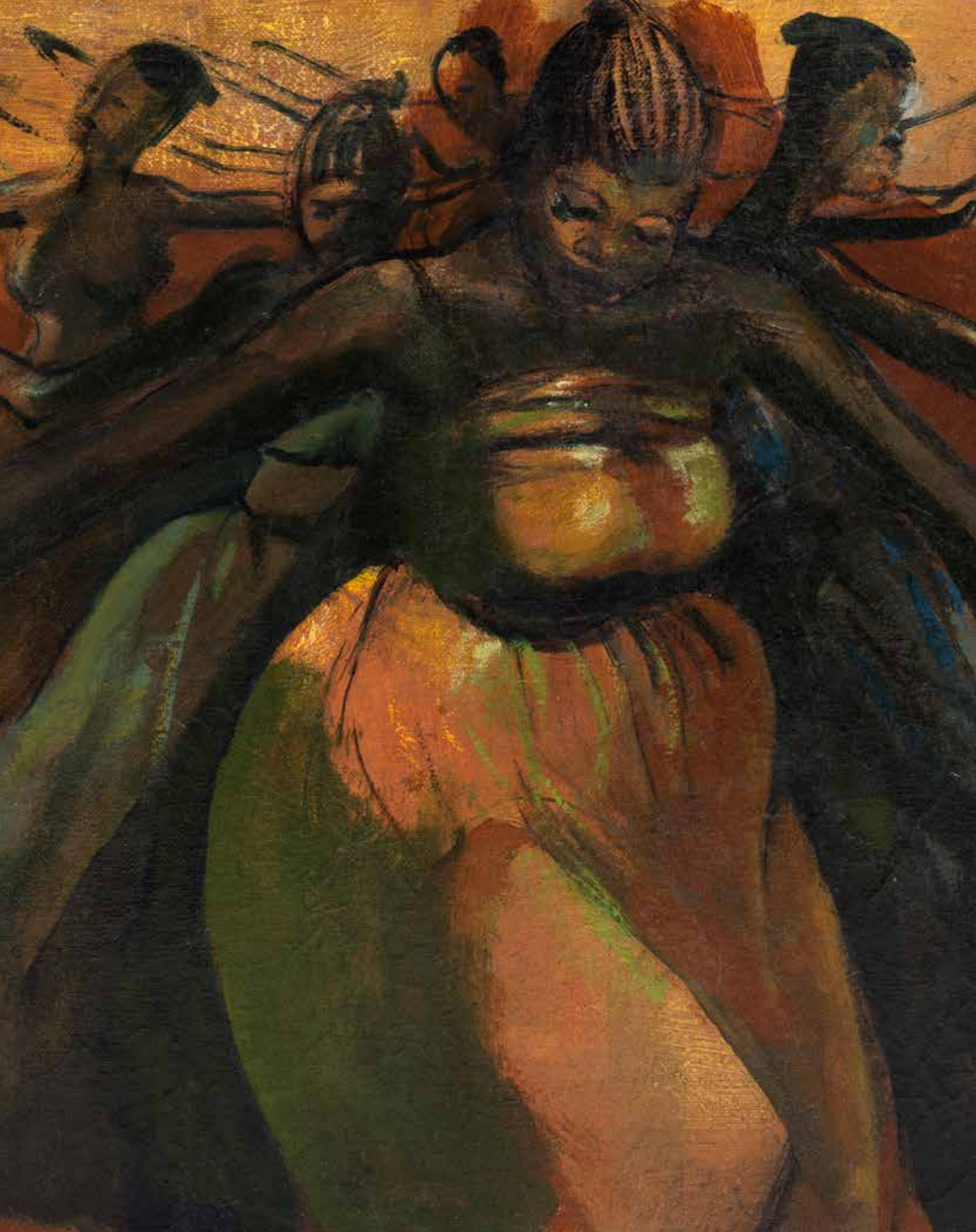
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